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Current Topics.

The Grotius Tercentenary.

WE PRINT elsewhere a brief report of that very interesting function, the dinner of the Grotius Society on Monday, the 8th inst. The Grotius Society, it is scarcely necessary to say, is a British, not a Dutch nor a Cosmopolitan Society, although its purpose is to commemorate the memory of a great Dutch jurist who must be regarded as the father of International Law as well as of Modern Theoretical Jurisprudence. *De Jure Belli ac Pacis* is one of the great law-books of all time; its only rivals are the *Institutes* of JUSTINIAN and the *Politics* of ARISTOTLE. It was given to the world by HUGO GROTIUS in 1625, and this dinner was held to celebrate its tercentenary. GROTIUS was a Dutch lawyer and scholar who in his later years became Ambassador of Sweden at the French Courts. He thus represented a neutral in the great struggle between France and Germany of the seventeenth century; and his *magnum opus* is written essentially from the neutral's point of view.

Grotius and the Hague Tribunal.

AMONGST THE distinguished lawyers present at the Grotius Dinner to honour the memory of this great and good jurist, Lord PHILLIMORE was perhaps the one who has played the largest part in the actual development of International Law in our time. He has represented GreatBritain again and again at International Conferences on questions of the *Jus Gentium* or of Maritime Law. He has played a great part in preaching the ideal of international arbitration and the foundation of The Hague Tribunal. In speaking at the dinner Lord PHILLIMORE naturally devoted most of his speech to the Permanent Court of International Justice as a development of harmony amongst nations on lines which GROTIUS had not foreseen. But he also went on to mention a fact which probably few of his hearers had previously known, namely that HUGO GROTIUS had presented his own portrait to the advocates of Doctors Commons, the practitioners at the English Court of Admiralty, and then the chief English upholders of International Law. This portrait passed into the possession of Sir ROBERT PHILLIMORE, a former President of the Court of Admiralty, and father of Lord PHILLIMORE, to whom the portrait has by inheritance descended. Lord PHILLIMORE, by the way, has been a long—almost a lifelong—friend of Dr. LODER, the greatest Dutch jurist in our generation and the first President of The Hague Court of International Justice. From early life, as Dr. LODER said in his speech at the dinner, there had been a long association between Lord PHILLIMORE and himself in the pursuit of Maritime Law Reform.

Sir Bernard Edward Halsey Bircham, K.C.V.O.

AMONGST THE Honours awarded to lawyers on the recent occasion of the King's birthday, two deserve special mention, in THE SOLICITOR'S JOURNAL. Sir ALEXANDER WOOD RENTON, late Chief Justice of Ceylon and Editor of "Mews' Digest," has been advanced to the dignity of G.C.M.G., but we referred only the other day to Sir ALEXANDER'S distinguished record and it is not now necessary to repeat the tribute we then paid to what has been one of the most versatile and brilliant legal careers of our generation in walks outside the stereotyped paths of forensic success. The other claimant on our attention, Sir BERNARD EDWARD HALSEY BIRCHAM, K.C.V.O., is well entitled to whatever meed of appreciation it is in our power to offer. Sir BERNARD, of course, is a household name in the legal profession; the senior partner of BIRCHAM & Co., he has enjoyed a City and a Parliamentary practice seldom equalled at any period of English legal history by any practising solicitor. He is, we believe, one of His Majesty's solicitors, and he has been the trusted adviser of great financial houses in whose hands is vested the economic control of large quarters of the globe. Loans which governments have found it impracticable to finance, it is said, have been successfully floated by BIRCHAM & Co. There will be a general feeling of satisfaction amongst solicitors at this recognition of a member of the profession who in so many ways has always lived up to its highest traditions of public service and business integrity.

Unwarrantable Arrest.

THE SUCCESSFUL appeal of Major SEGRAVE to London Sessions last week against his conviction and fine at Marlborough police-court, on a charge of obstructing a police constable in the execution of his duty, has been so fully discussed in the Press, that we need only mention it here in order to call attention to a question of principle. Major SEGRAVE had inadvertently parked his motor-car in the wrong part of a public park. When a constable addressed him and proceeded to take a note of the facts, the Major expressed his regret for the error and offered to remove his car to any place pointed out by the police officer; at the same time he seems to have felt that a summons in the circumstances was rather an officious technicality, and probably said something of the kind, although the evidence on the point was conflicting. The constable said the Major touched him on the arm as if to stop him taking a note, but this the defendant denied; his story was corroborated by two independent witnesses, while that of the constable was not so supported. At the very most, the case was one for a summons, but the constable appears to have taken umbrage, and, remarking that "he would teach the Major to learn him his duty," or words to that effect, he actually arrested him and marched him off to the police-court. What is equally extraordinary, in view of the weight of evidence, and the accused's right to the benefit of the doubt, the magistrate convicted and fined him. On appeal, Quarter Sessions reversed the conviction, the Chairman describing the whole proceedings as nothing more nor less than an outrage. Surely the time has come when some effort should be made to see that in our police courts the prisoner actually gets the benefit of the doubt to which he is entitled. The present tendency of many magistrates always to accept the police evidence has reached dimensions which create a grave public danger. Unfortunately, in the Metropolis, many magistrates have been prosecuting counsel at the Old Bailey, being thereby closely associated with the public prosecutor and the police, so that they come, gradually and insensibly, to accept the pernicious, if plausible view, that it is in the interests of social order and public discipline always to support the police against the public. This spirit, long dominant in the Metropolitan courts, is apt to infect even those Metropolitan police magistrates who have not commenced their career as Treasury counsel. A somewhat drastic remedy, advocated in some legal quarters, is that Treasury counsel should be disqualified for judgeships and magistracies; but such disqualifications are mischievous on grounds of principle, and ought not to be lightly advocated.

Shipping Cases in the Privy Council.

WE NOTICE from a recent issue of *Lloyd's List*, 11th inst., that a number of very important shipping appeals are in the list of the Judicial Committee for Trinity Sittings. According to our contemporary, the Niagara, St. Catherine's and Toronto Railway Company are the appellants in a case arising out of a collision between their swing-bridge and a steamer belonging to the Lakes and St. Lawrence Transit Company. In an appeal from Nova Scotia upon an action on a charter-party in which frustration is alleged, the Lord Strathcona Steamship Company Limited are the appellants, and the Dominion Coal Company Limited, the respondents. There is also an appeal from Quebec in a dispute in connection with improvements to the Montreal Harbour, raising questions between Dominion and Province as to the ownership of the harbour and the foreshore of the St. Lawrence. The parties are Tetreault and Others, the City of Montreal, the Harbour Commissioners, the Attorney-General of Quebec, and the Attorney-General of Canada.

The Early History of Lloyd's.

WE PUBLISHED a few weeks ago a note on the history of 'Lloyd's," viewing it as one of the romances of legal history. We notice in a recent issue of *Lloyd's List and Shipping Gazette*, 11th inst., some interesting comments on our article. While complimenting THE SOLICITORS' JOURNAL on the readableness of our note, this critic goes on to question some of our statements as to details of the early history of the coffee-house. Whilst our own researches are not quite in accordance with the views of our critic, we do not venture on an expert matter of this kind to set up our own opinion against that of so well-qualified an authority; and therefore we venture to transcribe for the benefit of our readers some of our contemporary's genial and good-natured criticism. "Dealing with the history of Lloyd's, the article speaks" so runs our critic "of the Coffee-House in Tower Street as being divided into two rooms, one of which was reserved for the more sober merchants and underwriters, a charge being made of sixpence a head. Unfortunately, this statement is undocumented, and no authority on EDWARD LLOYD and his days can be found to substantiate it. Perhaps the writer had in mind the private coffee room which was reserved for the use of subscribers only when Lloyd's first occupied three rooms in the second Royal Exchange, and has confused this arrangement with that of the Tower Street establishment. Again, in reference to the move to Pope's Head Alley, it is stated that the Society of Lloyd's was formed in 1771 to take over and run the establishment, and that 'its building became known as the Royal Exchange.' The fact, of course, is that the Society moved to the Royal Exchange from Pope's Head Alley in 1774. The name had already existed for some two centuries, having been given by Queen Elizabeth, although the actual building to which Lloyd's moved was the second so to be called, the first having been burnt down in the great fire of 1666."

The Tolling of the Lutine Bell.

OUR CRITIC goes on to quarrel pleasantly with our reference to the "tolling of the Lutine Bell, which rings at Lloyd's whenever a ship is sunk": he points out, quite correctly, that the bell is only rung when an "overdue" vessel is known to have been lost. This seemed to us so obviously implied in our statement, which was only a passing reference by way of picturesque metaphor comparing the rebuilding of the Exchange to the "tolling of the bell," that we did not choose to set it out in full. Our critic goes on to add: "He ignores, however, the fact that the bell is rung also for the arrival of an 'overdue'; on special and festal occasions, such as for instance a Royal visit; and on that solemn occasion when a pause of silence is observed in remembrance of those who fell during the great war. He is correct, of course, in stating that a Lloyd's policy is archaic in form, and of this fact the members of Lloyd's may be justifiably proud. He is correct also in saying that the initialled 'slip' has no legal effect, yet is invariably honoured, as if it were an enforceable contract. He might have added, however, that in the case of a dispute over the terms of an insurance the slip is admissible as evidence, and that the Courts can order a policy to be amended so as to make its terms compatible with those of the slip." We are not, of course, ignorant of the rule of procedure to which our critic refers in his last sentence, but as we were not writing a technical article on Insurance Law, merely a literary note on a fascinating chapter in the history of the LAW MERCHANT, we did not consider it necessary to add details of this kind. Obviously, if we had added *all* the relevant rules of marine insurance law, our article would have swollen into a treatise. But we are obliged to our critic for the courtesy with which he has commented on our efforts to introduce to our readers a few of the curious features of Lloyd's tradition and history.

The New Director of Legal Studies.

THE COUNCIL of Legal Education have now appointed Mr. LANGDON, K.C., to the office vacated by the death of Dr. BLAKE ODGERS shortly before Christmas and then again

by the tragic death of Mr. ASHTON, K.C., on the very day of his selection. The new appointment follows the same general lines indicated by the previous selection, that of Mr. ASHTON; in other words, the Council of Legal Education have chosen a retired practitioner of experience and eminence in preference to candidates whose claims are based on their academic careers or their previous services to the cause of legal education in the Inns of Court. As was hinted in THE SOLICITORS' JOURNAL some months ago, it is an open secret at the Bar that there exist two parties on the Council of Legal Education. One of those parties wishes to model the teaching arrangements of the Inns of Court upon academic lines, following as nearly as may be the traditions of an Oxford or Cambridge College. The other party prefers to continue the older system under which the lecturerships in the patronage of the Council are given to young practitioners with good academic qualifications wherever possible, who combine a growing practice in the courts with proved capacity in the art of instructing students. There is much to be said for either view; but neither seems to have prevailed. In fact, both the appointment of the late Mr. ASHTON and that of Mr. LANGDON seem to indicate a compromise. An experienced practitioner has been chosen, not one who has devoted his life to academic teaching. But a retired practitioner of eminence has been selected, not a younger man familiar with the needs of the present generation alike of students and younger practitioners. Whether this compromise is the true solution of the problem or not, time alone can tell. In the meantime it only remains to congratulate the Inns of Court on securing for a post of this kind a retired member of the Inner Bar who has enjoyed so large a common law practice and so high a reputation as Mr. LANGDON, K.C. He has not only possessed a large practice, both in London and on circuit, but has from time to time been a Commissioner of Assize, an appointment which usually, though of course not always, is the antechamber to a place on the High Court Bench. Mr. LANGDON is certain to discharge with zeal, sympathy and impartiality the difficult duties of the very influential office for which he has been selected.

Lord Leverhulme's Will.

LORD LEVERHULME'S will has aroused an exceptional amount of interest in the daily press. But some of the popular comments upon it are somewhat astray from the lawyer's point of view. Two features of the will seem to have especially interested the man in the street. The first of these is Lord LEVERHULME'S provision for the accumulation of a large sum of money during the lifetime of any of the descendants of Queen VICTORIA alive at the date of his own death. The other is his division of his residuary estate into one hundred parts and his distribution of capital and income in what modern conveyancers call the "decimal system," so many hundredths to each beneficiary. Both seem to be regarded by the public-at-large as ingenious eccentricities of Lord LEVERHULME himself. Of course, the conveyancer does not require to be told that each is now a familiar device of the draftsman. The first is the most convenient contrivance yet suggested for keeping at bay as long as possible those twin foes of the testator, the rule against perpetuities and the Thellusson Act severely limiting accumulations. The device has the merit that it gives a longish period yet one easily and definitely ascertainable, since every descendant of the late Queen VICTORIA alive at the death can be found without difficulty, nor can the fate of any member of the class be easily lost in obscurity. The "decimal system" of distributing residue, which appeared also in a modified form in Lord NORTHCLIFFE'S will, is a very elegant device easy to manipulate. It was first adopted by an eminent conveyancer now practising in Lincoln's Inn whose identity will be no secret to those experienced in such mysteries as these. Not long ago the presence of this device in a will infallibly indicated that either he or one of his pupils or colleagues in chambers was the draftsman; but nowadays the scheme has become fashionable. It is not usual nowadays, by the way, for conveyancers to attest wills or settlements drafted by them; but three centuries ago that was the custom; and many of Sir ORLANDO BRIDGMAN'S drafts can be recognized in this way. In the famous *Duke of Norfolk Perpetuities Case*, which held, two and a half centuries ago, that a long term (200 years) is *not* a breach of the rule against perpetuities, the Chancellor of the day assumed the settlement to be BRIDGMAN'S, because he was one of the attesting witnesses.

Travancore: An Additional Note.

SOME FURTHER information has appeared in *The Times* about the interesting native State of Travancore in the south of the Peninsula, which has just selected as its "Dewan" or Premier Mr. MAURICE WATTS, a practising member of the Bar on the Midland Circuit. Mr. WATTS has been practising on this circuit since 1921, and has just sailed for Colombo to take up his new duties. Although his ancestors have held offices of the highest consequence in Travancore, Mr. WATTS is the first who has actually been given the name and dignity as well as the real power of "Dewan"; and even his selection is only possible as the result of something resembling a peaceful revolution in the policy of the State. This is the first time in the history of Travancore that a non-Hindu has been selected for the Premiership. Its occupants have been high caste Hindus, usually Brahmins. Inasmuch as the largely-staffed Revenue Department of the State was concerned with the temples, it was until four years ago a close preserve of caste Hindus, on the ground that none but a caste Hindu could enter the temple. Under an order of the late Maharajah, who died last August, this limitation was removed, the charge on the State temples being made a distinct department. Her Highness, the Maharani Setu Lakshmi Bayi, who is Regent during the minority of her young son, has now taken this further departure from traditional practice. The family of Mr. WATTS has been connected with Travancore for over a century. His father held high office in the State, and was the confidant of three successive rulers. His sister is the principal of the Maharajah's Girls' College. Mr. WATTS, who was born in Travancore, was in the service of the Indian Government for twenty years, chiefly in the Finance Department. He served with the forces in the Afghan War, for which he was mentioned in dispatches. He was invalided out of the public service, and came to London to practise at the Bar.

Lord Birkenhead and the Press.

MEMBERS OF the House of Commons are still interested in the constitutional convention alleged to be broken by Lord BIRKENHEAD'S articles in the press. On the re-assembly of the House, Mr. JOHNSTON raised the issue by a question to Mr. BALDWIN on the journalistic activities of Cabinet Ministers. Had the Prime Minister now come to a decision as to the "desirability or otherwise" of Ministers writing on public policy in the newspaper press, and in particular had he drawn the attention of the Secretary for India to the rule held desirable by members of previous Cabinets? Mr. BALDWIN replied that the Government had decided to reaffirm the principle that Ministers in office should refrain from writing articles for publication "in any way connected with matters of current public policy." This is vague, and, although Mr. BALDWIN protested that the answer was perfectly clear, further questions were put as to articles appearing in the latest issues of the London evening press. He was asked if he had read articles on murder and divorce by Lord BIRKENHEAD, but he stated that he rarely saw the evening papers, and, again, had a good many things to read. Mr. SPENCER was anxious to know whether the Prime Minister thought a Minister should write about divorce at the present time. Mr. BALDWIN, however, contented himself with the statement that the articles complained of were in the past, and what he had said related to the future.

Private International Law.

Its Variety of Meanings.

English Jurisprudence, as every lawyer knows, is a mosaic put together in the course of long ages from an immense variety of sources. Just as the English race owes its vigour, its individuality and its vitality to its hybrid descent from a multiplicity of dissimilar stocks, Celtic, Saxon, Norman, Dane, Norse, Flemish, Huguenot and Dutch, so the English Law has been a mixed heritage from a plenitude of sources. This is true both of the Statute Law and of the Unwritten Law. The Common Law, of course, is built out of local and general customs found to prevail throughout the Realm by the Anglo-Norman-Plantagenet judges whom the Henrys and the Edwards sent forth as Commissioners of Eyre or of Assize to hear and determine all disputes amongst their exuberant subjects. The Law Merchant is part of the old Mediæval Common Law, descended from Roman Law, which in the Age of Charlemagne was universal throughout Europe. Ecclesiastical Law is born of Canon Law and Equity of the Roman Law. Admiralty Law is largely ancient Rhodian and Venetian customary code adapted to seas less narrow and less tideless than the Mediterranean in which it had its origin. International Law, public and private, would seem to be in the main the creative product of Dutch genius in the sixteenth and seventeenth centuries, although Grotius, Puffendorf and Vattel derived three-fourths of their rules from the scholastic Romanists of the Mediæval Universities whom as good Calvinists in religion and sound Humanists in academic discipline they most heartily despised. The Scholastics in their turn were only reconstructors of doctrines borrowed from the Prætors Peregrine of Ancient Rome, the mother of European civilization.

Perhaps the most instructive of all these manifold systems in this strange mosaic which we call English Law is the last we have mentioned, namely Private International Law. To-day this term, sometimes called Application of Law and sometimes Conflict of Law by precisians who wish to distinguish it from the wholly distinct and very different science of Public International Law, is applied to five forms of Adjective Law which are by no means all on the same footing. Where A sues B in an English court, assuming the court to have jurisdiction, the question always arises as to the system of law which the court is to apply to the case. If A and B are both domiciled in England and the *res litigiosa* is property in England, or an event that has happened in England or a contract made and performed here, then the matter is very simple—English Law rules the cause. But if one or both A and B are domiciled elsewhere, or if the dispute relates to property abroad or to an event which has happened overseas or a contract made before either had returned from a foreign strand, then the matter is much more difficult. The court will have to find which one or more of many conflictiog systems of law apply: those of the *Lex Fori*, the *Lex Domicilii*, the *Lex Rei Sitæ*, the *Lex Loci Contractus*, the *Lex Loci Delicti*, the *Lex Loci Actionis*, or the like. It may even have to apply in succession two or three successive systems, where the famous rule of *Renvoi* happens to be an incident of the circumstances. All this is a man's work and more.

Now the categories within which are comprised the different types of Private International Law may be arrayed as follows: *Primum*, question may be whether English Law applies or that of an Independent Sovereign State. In such a case the rules which apply are those of a system of Private International Law generally accepted in every civilized country and in no way peculiar to England, though, of course, varied by our local peculiarities of English judges and jurists, *e.g.*, our reliance on "domicile" as opposed to "nationality" for the discovery of the system which applies. *Deinde*, the system in dispute may be English Law or that of a British Colony or Dominion or Dependency: here again Private International Law governs the case, but subject to quite a number of Imperial Statutes which have substantially modified its application, and to decisions of the Judicial Committee which have endeavoured to secure a uniform adjective jurisprudence throughout the Empire. *Adhuc*, the system in conflict may be English and Scots Law or Irish Law: here special statutes and the treaties in force between England and each of these Sister Kingdoms or the Free State have largely altered the application of the ordinary rules. *Præterea*, the question may be one arising in a United States court and concerning a dispute between the citizens of two separate States of the Union, *e.g.* Georgia and California. Here, by the constitution, the Federal Courts have jurisdiction and a whole set of special American Rules affect the issue. Lastly, the question may arise within the British Empire in some matter such as religious family affairs, to which a man's Personal Law applies, *e.g.*, the special Marriage Laws of Christians, Moslems, Hindus or Heathen in India or Africa. Here the rules of Private International Law modified out of all recognition by statutes and codes, direct the method by which the Personal Law applicable is to be ascertained.

Frankpledge.

A Ship on the Oxford Circuit.

In a recent appeal from a collision case tried at Newport Assizes, Lord Justice Scrutton commented generally on the unsuitability of the Oxford Circuit as the venue of a shipping action. He went on to tell a story, which is perhaps not known by all our readers, although it has been repeated a good many times, about one of Lord Darling's earliest witticisms. Shortly after his appointment in 1897, Mr. Justice Darling was trying on circuit some civil case relating to the sale of horses—a subject with which the Oxford circuit is reasonably well acquainted from constant familiarity. An eminent shipping counsel had been briefed special in the case and had addressed the learned judge at some considerable length on a point of law in which he took all his illustrations from shipping law and Admiralty cases. At last Mr. Justice Darling felt constrained to remark: "The court would be much obliged if counsel would select his illustrations from some other branch of law than shipping. The Oxford circuit is not very familiar with ships."

The story, of course, marks one great division of the circuits into two classes which has struck most observant lawyers. The Western Circuit, the Oxford Circuit, the North Wales Circuit, and to a lesser extent the northern half of the South-Eastern Circuit, are essentially rural; counsel who practise in those circuits are seldom found in the Commercial Court; on the other hand, the chief Local Government and Divisional Court practitioners usually come from these circuits. The Midland, Northern, North-Eastern, and South Wales Circuits, on the other hand, are predominantly industrial or commercial in their interests; from those circuits the commercial bar is almost wholly recruited, although there are distinguished exceptions, such as Sir John Simon. The southern half of the South-Eastern Circuit, better known as the Home Circuit, is not really within either of those distinct classes; its practitioners can only be described as "Metropolitan" in tone; the criminal bar and the Old Bailey usually owes its most famous advocates to the Home Circuit. The survival of local colour on the Common Law Bar as the result of the circuit system is one of its most picturesque features.

Curiously enough the best surviving account we have of circuit life in the days before the Reform Act of 1832 relates to the Oxford Circuit. "Jock" Campbell did this circuit the honour of joining it, an honour which was by no means altogether appreciated at the time by its High Tory members who decidedly predominated. In various passages of his voluminous but entertaining works he has left reminiscences

of its life and manners. In those old days it consisted almost without exception of the sons of country gentlemen who had seats within its jurisdiction; the barrister who was not related to one of the magistrates who sat on grand juries at assizes had little or no chance of getting briefed. The circuit bar travelled in coaches; it was against all rules for a circuiteer to use the public diligence. He might ride on horseback, however, if he chose, carrying his robes and his changes of linen in his saddlebags. Lawyers who have spent some part of their lives in South Africa will remember how, in days before the railway had replaced the trek-ox-wagon, which it did so recently as the last thirty years only, a lawyer briefed to defend someone at a court-house on the veldt or the Great Karoo not infrequently rode some hundreds of miles attended only by his black "Cape Boy." Highwaymen beset the turnpike roads in those old days, but by a sort of Freemasonry they left the Bar alone, for they recognized that at any moment its services might be their only hope of evading the gallows. Jest and song, wines and revels, appear to have been a more regular part of circuit life than is the case in these decorous days.

In CAMPBELL'S day the circuits were an all-important part of Bar life. No man could hope to succeed at the Common Law Bar unless he was a circuiteer, and even Chancery Bar barristers usually joined a circuit. All that is now changed. The growing tendency, on all the urban circuits at any rate, is for circuit work to be reserved for local practitioners who never practise anywhere else, except when they get a brief in London. Local Bars have sprung up in every town of any size and monopolize the work. Even on the rural circuits the barrister who travels all round the circuit is a thing of the past; for a few years in youth some counsel go round every assize town, but afterwards juniors visit only those towns in which they expect work. Perhaps the Western Circuit retains most of the old life. It is much the most rural of the circuits. At the same time it rejoices in many ancient and very famous towns. It is, moreover, the centre of the country-house life of England, or so much of that life as has survived the upheaval of the Great War. In the West hearts are warm and souls are still romantic. In the West the old order still largely prevails. And so the Western Circuit still contrives to preserve much of the ancient forms and ceremonies.

Francis Bacon and the Constitution of Virginia.

It is three centuries ago, all but a single year, since the greatest of English writers of prose literature, who was also one of the most famous of English philosophers and not the least distinguished of her Chancellors, passed out of life in obscurity and disgrace. The memory of his errors, as well as of his greatness, has survived. But, to-day, when an Empire Exhibition is in permanent session at Wembley, BACON'S great services to the cause of Imperial Constitutional Law are worthy of a passing note. Attention has recently been called to those services by Mr. BECK, the Assistant Attorney-General of the United States, and by Sir JOHN COCKBURN, formerly a Premier of Australia.

Mr. BECK was called to the Bar by Gray's Inn two years ago in order to argue a Canadian Appeal before the Privy Council, a precedent much criticized at the time. He had, however, been previously elected an honorary member by the Benchers of the Inn as a tribute to the services he rendered the Allied Cause in the United States before President WOODROW WILSON decided to come into the war. While visiting Gray's Inn, we believe, he inspected the ancient records of the Inn, and discovered that for some years after his discharge and dismissal from the Woolsack, FRANCIS BACON resided in the Inn, and kept its Minutes; these BACON wrote in his own handwriting, which still is perfectly clear and legible. He must be almost the only man of letters who ever has written legibly, if editorial experience be any criterion. Mr. BECK, in the lectures referred to, reminded his hearers that BACON was the draftsman of the Virginian Charter, the first constitution of any colony in North America, and therefore has always been specially honoured amongst the lawyers of the United States. In referring to the later Virginian Charters, after a glowing tribute to Sir EDWIN SANDYS, who is credited with drafting the Charters, and who is known to have collaborated with FRANCIS BACON in several works, Mr. BECK said: "It is interesting to recall that these two Charters of government, which were the beginning of constitutionalism in America, and, therefore, the germ of the Constitution in the United States, were put into legal form for Royal approval by Lord BACON himself." Mr. BECK went on to say that "Due to these Charters, on 30th July, 1619, the little remnant of colonists whom disease and famine had left untouched, were summoned to meet in the Church at Jamestown, to form the first Parliamentary Assembly in America, the first-born of the fruitful Mother of Parliaments." "Thus," he adds, "was established not only the beginning of England's Colonial Empire—still one of the most beneficent forces in the World—but also the principle of local self-government, which, in the Western World, was destined to develop the American Commonwealth."

Sir JOHN COCKBURN, a distinguished Australian lawyer-premier, recently drew further attention, in a speech delivered at the Royal Colonial Institute, to BACON'S part in the early history of Virginia and of the American Colonies. He says: "BACON was the pivot round which the activities of those intent on Colonization schemes were centred. BANCROFT in his 'History of the United States,' says that 'of all men in the Government of that day, Lord BACON had given the most attention to Colonial enterprise.' He also remarks that to BACON as 'the encourager, pattern and perfection of all virtuous endeavours,' WILLIAM STRACHEY dedicated 'The History of Travaile into Virginia Britannia,' addressing him as 'a most noble fautor of the Virginian Plantations, being from the beginning (with other Lords and Earls) of the principal Counsel applied to propagate and guide it.' To BACON, also says BANCROFT, JOHN SMITH in his 'povertie' turned for encouragement in colonizing New England, as 'a chief patron of his country, and the greatest favourer of all good designs.' It was to him, also, remarks Dr. BROWN, that JOHN SMITH sent maps to show the difference between the then defined Virginia and New England. In advertising the resources of Virginia, BACON exerted all his wonderful eloquence and matchless imagery. In a speech in the House of Commons in 1606, he described the solitudes of Virginia as crying aloud for inhabitants. He compared the enterprise of NEWPORT'S first voyage thither with a batch of emigrants to the romantic exploits of AMADIS DE GAUL.

"BACON'S hand may be recognized in the 'Broadsides' issued as propaganda by the Virginian Council, in which 'they prayed to GOD so to nourish this grain of seed that it may spread till all the people of the earth admire the greatness and seek the shade and fruit thereof.' This recalls BACON'S speech as Lord Chancellor in the House of Lords, when he saw a vision of the future, and predicted the growth of America in the words 'This Kingdom, now first in His Majesty's times, hath gotten a lot or portion in the New World by the plantation of Virginia and the Summer Islands. And certainly it is with the Kingdoms of Earth as it is in the Kingdom of Heaven, sometimes a grain of mustard seed proves a great tree.' The same imagery, differently applied, is used in BACON'S prayer, which has been described as the utterance of an Angel rather than of a man, 'This Vine which thy right hand hath planted in this nation I have ever prayed unto Thee that it might have the first and the latter rain, and that it might stretch its branches to the seas and the floods.'"

NOVEL DISSEISIN.

Readings of the Statutes.

The Law of Property Acts, 1922, 1923 and 1924.

XVI.—The New Conveyancing: The Trust for Sale.

We have seen already that the fundamental scheme of the new system of unregistered conveyancing introduced by the Birkenhead reforms consists in facilitating the transfer of land by protecting purchasers against certain defects of title or burden on the title. These obstacles are of a technical character, and it has been suggested in the columns of The Solicitors' Journal by more than one experienced conveyancer well-qualified to express an opinion that they are not in actual practice very serious obstacles to the transfer of land. However this may be, the object of the Acts is to eliminate these obstacles. The machinery it adopts is intended for this purpose. That being so, it is necessary to remember the purposes in discussing the details of the machinery.

Now these hypostatized technical obstacles, our readers will remember, are three in number:

(1) The automatic shifting of the legal estate by executory limitations at Common Law or by executory uses under the Statute of Uses.

This is evaded in future by (1) repealing the Statute of Uses, (2) abolishing Common Law limitations, (3) providing that all such limitations can in future only take effect as equitable interests, and (4) classifying all interests in land into two great categories of comparatively simple type, namely:—

(A) Legal estates.

(B) Equitable interests.

(2) The possibility of creating tenancies-in-common, or undivided shares in land, the title of each of which has to be deduced separately.

This is evaded under the new conveyancing by abolishing any such interests in future except in settlements and subject to a trust for sale, while existing undivided shares can be transferred by the beneficiaries if not less than two or more than four in number as trustees for sale.

(3) The existence of numerous equities which bind a purchaser with constructive notice, who is deemed to know of the existence of any equitable interests he might have discovered if he had investigated the title.

This is evaded by means of the "Curtain Clause" which places most equities vested in beneficiaries (for whom the legal owner is a trustee) behind a curtain, and absolves the purchaser from paying any attention to them; whereas *adverse* interests (or such burdens on the land as restrictive covenants, equitable easements, estate contracts) are only binding on him (when created after the commencement of the Act) if registered.

Generally speaking, an estate owner, tenant for life, or statutory owner can convey the property as if he were a trustee for sale, in such a way that the purchaser for value is not affected by any except registered adverse equities or incumbrances.

Put in a nutshell, it may be said that the machinery by which the new conveyancing manages to disentangle the *bonâ fide* purchaser for value from the meshes in which the old law caught and held him is the expansion and application to new uses of the time-honoured conveyancing device known as a "trust for sale." The whole essence of such a device is that the trustee is given an over-riding power to sell property free from encumbrances or equities, and can give a good receipt for the purchase money. Its result in practice is that the purchaser is not concerned with the trusts of the proceeds of sale. It is enough for him that:—

(1) The Vendor shows a good title to the legal estate in the donor of his power of sale.

(2) The validity of the Trust for Sale and the right of the Vendor to exercise it.

(3) The conveyance made is within the scope of the Trust.

Now the device of a "Trust for Sale," originally invented for the facilitation of the distribution of a testator's estate and inserted in wills by ingenious conveyancers, is so effective an instrument for its purpose that the Legislature has gradually extended it in other directions. The chief extension is that made by the Settled Land Act, 1882, which used this machinery as a means for enabling the tenant for life to dispose of land by sale, whereas the proceeds of the disposition had to be handed to the trustees of the settlement and held in trust for the parties beneficially entitled to the property under the successive limitations of the settlement. Such a Trust for Sale, of course, is only operative in the case of settled land where there are or can be trustees of the settlement within the meaning of the Settled Land Acts. But the device, obviously, is capable of much further extension.

The new conveyancing has, indeed, extended the Trust for Sale in every reasonable direction. It has become the "maid of all work" of the new system. All sorts of limited owners have conferred upon them the power of a statutory trustee for sale. It is adapted to the special case of the co-owners of undivided shares; they can join together to convey the entirety as trustees for sale under the Acts if their number is not less than two or more than four, and if they are of full age; where these conditions are not present a trustee for sale can usually be appointed by the court. The personal representative, on whom all property, real or personal, devolves at the death, testate or intestate, of the owner, possesses the power of a trustee for sale; this we have already seen.

Certain statutory powers ancillary to the exercise of the power of sale are conferred on trustees for sale under the Birkenhead legislation. These are:—

(1) The power of sale can be exercised with the consent of any two persons *sui juris* whose consent is necessary to its exercise.

(2) The power of sale is to be exercised in accordance with the directions and wishes of the majority of the persons beneficially interested, but the purchaser is not concerned to see that these assents have been obtained.

(3) The trustees for sale are given all the powers of management of the property prior to sale and of the proceeds after sale which a tenant for life and the trustees of the settlement possessed under the Settled Land Acts.

(4) The trustees can partition land remaining unsold amongst the beneficiaries of full age, where the land is held in undivided shares. This is important since partition actions are repealed.

(5) The trustees can delegate their powers of management prior to sale to any person of full age (other than a mere annuitant) who for the time being is entitled to the rents and profits of the land.

At the same time a purchaser of the legal estate from trustees for sale is given very adequate protection. Provided he pays the purchase money to two trustees he is not concerned with the proceeds of sale. A trust corporation can do whatever two trustees can do. And a sole personal representative can give valid receipts for purchase money.

To sum up, the New Conveyancing rests on a very old and tried foundation, that of the "Trust for Sale." It merely takes that time-honoured conveyancing device and adopts it to new ends never dreamt of by Sir Orlando Bridgman or any of the great masters of draftsmanship who flourished in the days of yore. Borrowing a hint from Earl Cairns it adapts the "machinery" of the Settled Land Acts to even vaster uses than were contemplated by that daring reformer of the Law of Real Property. A grasp of the all-essential place of this "Trust for Sale" in the New Conveyancing is necessary for anyone who wishes to understand the new Acts.

Rubric.

(*To be continued.*)

Respondeat Superior: Recent Illustrations.

I.—The Doctrine of Respondeat Superior.

Lawyers who devote much time to research into the deeper principles of our common law are well aware that nowadays the illumination of those principles by judicial exposition under novel circumstances is very rarely found in the purely English reports. But the decisions of the Judicial Committee are still a great storehouse of those deeper doctrines which will reward most amply the student who cares to dig therein for hidden treasure. This is due to a variety of causes. Partly it is the greater novelty of social and economic conditions in new countries, especially the Crown Colonies; this makes it necessary that judges should exercise some ingenuity in applying the familiar rules of English Law. Perhaps it is partly due, as well, to the greater originality which is found in the average lawyer who elects for a career in the judicial service of the Colonial Offices. Partly, too, the result is due to the much lower degree of case-learning which lawyers and judges display. For, paradoxically enough, the lawyer who is not very familiar with the decided cases has to rely on principles to guide him. He enunciates a logical demonstration of the view he wishes to take, whereas his more book-learned brother in England shelters himself behind the nearest analogous decided case.

These reflections occur to us in glancing through the June issue of "Appeal Cases." For here we find almost cheek by jowl with one another, two decisions of the Judicial Committee which delve down into the foundations of the rule known as "Respondeat Superior." We would exaggerate if we said that in either case any great profoundity or originality displays itself. But there is a freshness and a simplicity about the measure by which all the courts concerned contrived to arrive at a manifestly sound conclusion upon fundamental issues which in an English case would have exhausted a library of authorities and produced judgments which could almost be measured by the bushel. As it is, in about half a dozen pages, quoting only an occasional leading case, the Privy Council disposes trenchantly of the points before it.

In each case the result, as set out in the headnote, seems quite ideally simple. Here is the headnote of the first case, *Gok Choon Seng* v. *See Kim Soo*, which for brevity we will hereafter style *Seng* v. *Soo*, 1925, A.C. 550. "An employer," it runs, "is responsible for damage caused by the negligent act of his servant in carrying out work which he is employed to do, even if the act incidentally involve a trespass which the employer has not authorized. *Lord Bolingbroke* v. *Swindon Local Board*, 1874, L.R. 9, C.P. 575, explained and distinguished." That is all. The whole report takes up just five and a half pages, or to be accurate five and a third pages. Yet the issue is one of the largest of the hitherto undecided problems in the law of tortious liability for the wrongs of an agent. Think of *Lloyd* v. *Grace, Smith & Co.*, 1912, A.C. 746, where just thirteen years ago the House of Lords finally decided in a lengthy total of judgments, the somewhat similar allied point, that a solicitor is liable for frauds at the expense of clients committed without his knowledge and for his own benefit by his managing clerk. That was deemed a revolutionary alteration of the law of *Respondeat Superior*. And it certainly was not a revolution which went through speedily: millions of words were talked or written in a series of courts before the case finally emerged as decided law.

Almost, if not quite, equally short is the headnote in the other Privy Council case, *Attorney-General for the Straits Settlements* v. *Pang A. H. Yew*, which we will take the liberty of re-christening *Att.-Gen.* v. *Yew*, 1925, A.C. 555. "Under the Crown Suits Ordinance, No. 22, of the Straits Settlements, a petition of right can be maintained to recover damages arising from a collector of land revenues selling land under Ordinance 35 for arrears of revenue without first serving a written notice of demand as required by s. 4. The collector in selling is the agent of the Crown, although he acts under statutory authority, and the fact that he has carried out his duties in an unauthorized manner does not prevent the Crown from being liable. *Attorney-General of the Straits Settlements* v. *Wemyss*, 1888, 13 App. Cas. 192, followed." Here again, if we disregard the minor technicality of procedure about the written demand, you have an issue of the very first magnitude, namely, whether (1) a petition of right will lie against the Crown for a *tort* under an ordinance which does *not* expressly abolish the common law incompetence of suits in tort against the Crown, and (2) a subordinate officer can be deemed an agent of the Crown so as to render applicable the rule of "*Respondeat Superior*," even although he is acting under statutory authority. Two issues of the very first magnitude! Yet only six and a half pages of report are necessary! And only three cases are referred to either in the arguments or the judgment! We can imagine how the late Mr. Otto Leopold Danckwerts must groan at such waste of a magnificent opportunity in the shades of Eternity, if haply the current "Law Reports" are there available for reading by the Choir Invisible of Counsel now sanctified.

II.—The Rule in *Seng* v. *Soo*.

Now, really, the point in *Seng* v. *Soo*, *supra*, is almost tantalizingly interesting to a lover of broad legal principles and nice legal exceptions. The facts are simple enough. The defendant-appellant was the owner of a coconut, fruit and rubber plantation near Singapore. The plaintiff-respondent was the lessee of a small adjacent property upon which were certain pottery works and kilns. The two properties were conterminous along a boundary running from south-east to north-west, but just beyond the south-western boundary of the plantation came a piece of Crown land, left waste and uncultivated, wedged in between the outer extremities of the two estates. In July, 1922, a fire for the purpose of burning jungle rubbish was lit on the plantation near the Crown land boundary; in fact the servants of the defendant, the planter, crossed the border on to Crown land without being aware of it and lit another fire on the Crown lands; they did so without the planter's authority and without the leave or licence of the Crown. There was a dispute of fact on this point, but Lord Phillimore, in reading the judgment of the Judicial Committee, said that their judgment was based on the assumption that the facts were as just stated. The fire they kindled on Crown land spread to the pottery yard and burnt down the plaintiff's buildings.

Now it is clear that the planter is liable for the authorized acts of his servants acting within the scope of their employment. It is equally clear that in kindling the fire on the Crown land those servants purported to be acting on behalf of their employer and during the scope of their employment. It is also clear that their master did not expressly authorize the trespass, and it may be assumed for the purposes of the case that he would have forbidden it if he had been consulted. In fact, the trespass seems to have been inadvertent and unintentional. But since a trespass is illegal, and since no one can be presumed to authorize an illegal act because of the maxim *Omnia rite praesumuntur esse*, unless he does authorize the illegality either expressly or by necessary implication, it was contended for the planter, that this liability for the wrongful act of his servants under the rule of *Respondeat Superior* was here excluded. In the adduction of the argument such familiar cases were prayed in aid as *Bolingbroke* v. *Swindon Local Board*, L.R. 96, p. 575; *Joseph Rand* v. *Craig*, 1919, 1 Ch. 1; *McNamara* v. *Marquess of Sligo*, 1918, 2 I.R. 215; *Storey* v. *Ashton*, 1869, L.R., Q.B. 476; *Goff* v. *Great Northern Railway Co.*, 1861, 3 E. & E. 672; and *Bayley* v. *Sheffield, Manchester and Lincolnshire Railway Co.*, 1873, L.R. 86, p. 168. But neither the court below or the Privy Council would have anything of this argument, and the planter was held liable for the fire.

What, however, is most interesting about the case is the short paragraph of barely one hundred words (at p. 554) in which Lord PHILLIMORE classifies in their categories all the possible cases in which this defence may be raised. "They fall" he says "under one of three heads: (1) The servant was using his master's time or his master's place or his master's horses, vehicles, machinery, or tools for his own purpose; then the master is not responsible. Cases which fall under this head are easy to discover upon analysis. There is more difficulty in separating cases under heads (2) and (3). Under head (2) are to be ranged the cases where the servant is employed to do only a particular work or a particular class of work, and he does something out of the scope of his employment. Again the master is not responsible for the mischief he may do to a third party. Under head (3) come cases like the present, where the servant is doing some work which he is appointed to do, but does it in a way which his master has not authorized, and would not have authorized had he known of it. In these cases, nevertheless, the master is responsible." For a succinct and useful statement of a great principle in a few words we do not think this passage has many superiors.

III.—THE RULE IN *Att.-Gen.* v. *Yew.*

Let us turn now to our second case. Here the facts are a little more complicated, but not very difficult to simplify. The respondent was a lady holding a rubber estate under a statutory land grant situated at Tanjong Minyah in the Straits Settlements. Under Crown grants a quit rent is payable annually. The quit rent of 1920 was duly paid, but by inadvertence there was an omission to pay that of 1921. In her petition of right she complained that no notice of demand had been served upon her, although such a notice (the court below held) is necessary under s. 4 of the Local Land Revenue Collection Ordinance, nor were there any of the modes of substituted service permissible where an owner is not found on the land. In March, 1922, the land was sold for default of quit rent, and the purchaser (who paid a mere song for the land) took possession, and appropriated all her personal properties: so the petition alleged. The court found in her favour on those facts, so that the only issues which concerned the Judicial Committee were the points of law, two in number.

With the first point of law we are not here concerned. It was a preliminary objection that a Petition of Right will not lie for a tort, and here the action of the Revenue Collector was clearly tortious. In England, therefore, no petition would lie. But in the Straits Settlements there is a statute, the Crown Suits Ordinance, s. 20 of which regulates claims against the Crown. It does not expressly allow actions for tort, but in the case of *Attorney-General of the Straits Settlements* v. *Wemyss*, 13 App. Cas. 192, it was held that it did so by necessary implication. The relevant words of that ordinance are these: "Any claim against the Crown founded on the use or occupation or right to use or occupation of Crown lands in the colony, and any claim arising out of the revenue laws or out of any contract entered into on behalf of the Crown or by the authority of the Government, which would, if such claim had arisen between subject and subject, be the ground of an action at law or suit in equity, and any claim against the Crown for damages or compensation arising in the colony shall be a claim cognizable under the Ordinance." Following the *Wemyss case, supra*, the Judicial Committee took the view that the terms of this section are wide enough to impliedly authorize the bringing of a claim founded on tort against the Crown in any case in which it would have been competent against a subject.

The second point, however, is the one which is relevant to the rule of *Respondeat Superior* which we are now considering. Every practitioner remembers the peculiar rule which has grown up which in the case of acts done by officers of the Crown in England nearly always renders it difficult to sue either the Crown or a superior officer. Where the head of a Department of State is only an official holding a commission from the Crown he is *not* deemed to be the employer of those persons under his control, but merely a fellow-servant with them of the Crown. Therefore, the Department of State is *not* liable for the acts of their subordinates (who are usually men of straw), because there is no relationship of superior and servant, but merely one of superior and inferior amongst co-employees, so that *Respondeat Superior* is inapplicable: *Tobin* v. *The Queen*, 16 C.B., N.S. 310; *Canterbury* v. *Attorney-General*, 1 Phillimore 306. For example, the Army Council consists merely of officers executing the (statutorily) vacant office of Commander-in-Chief, and the Admiralty consists of Commissioners executing the office of Lord High Admiral; these, therefore, are only superior officers in the same category of employees, as other officers or soldiers serving the Crown, and are not responsible for the acts of their subordinates unless they *expressly* instigate or order them.

Again, however, let us suppose that the head of a department happens to be *not* a mere officer holding a commission from the Crown, but a *Persona Designata*, to whom a statute entrusts certain duties and powers in *his own right*. That is the case of a Revenue Collector in the Straits Settlements, as in this case. Such a person, in English law, ceases to be a servant of the Crown for whose acts the Crown is responsible on the doctrine of *Respondeat Superior*: at least that is arguable on the face of the decision in *Canterbury* v. *Attorney-General*, *supra*, where the Commissioners of Woods and Forests, who are a statutory body established by an Act of Parliament, were held *not* to have been acting in the capacity of servants or agents of the Crown. In England, this is another of the snags in the way of the subject who has a claim against the Crown. But, so far as the Straits Settlements are concerned, relying on the wording of the Ordinance quoted, the Judicial Committee swept aside this obstacle and held that the Crown could be sued for the collector's tortious act.

NOVEL DISSEISIN.

Res Gestæ.

NOTES ON CONNIVANCE IN DIVORCE.

Definition of "Connivance."

For a definition of connivance one cannot do better than refer to the judgment of WESTBURY, L.C., in *Gipps* v. *Gipps and Another*, 11 H.L.C. (at p. 14), where the learned judge says: "The word 'conniving' is not to be limited to the literal meaning of wilfully refusing to see, or affecting not to see or become acquainted with, that which you know or believe is happening or about to happen. It must include the case of a husband acquiescing in, by wilfully abstaining from taking any steps to prevent, that adulterous intercourse, which from what passes before his eyes, he cannot but believe or reasonably suspect is likely to occur. Still more must "conniving at" include the case of a husband who, having discovered the adultery of his wife, takes a sum of money from the adulterer upon an engagement not to complain of the acts of the wife, but to abandon his legal remedy, and then leaves his wife in such a situation as cannot but facilitate the continuance or renewal of the adulterous intercourse."

On the other hand, in order to establish connivance, it is necessary to prove that there was a corrupt intention, and that the husband not only acted in such a manner as that adultery might result, but also that it was his intention that adultery should result, *Phillips* v. *Phillips*, 1 Rob. Ecc. Rep. 144; *Glennie* v. *Glennie & Bowles*, 32 Law J, Pro. M. & A. 17.

It is quite evident that the court will not readily presume, connivance, and the onus rests on the party alleging connivance to satisfy the court of its existence. Thus in *Studdy v. Studdy*, 28 L.J. (P.) 105, a deed of separation was in the following terms:—"Major S to allow Mrs. S to reside where she pleases and with whom she pleases, and not to compel her to live with him again . . . and Mrs. S promises that if she does not fulfil her part of the agreement, Major S shall have the full power of a husband over her, *whatever his way of living may be*." The court nevertheless refused to interpret the agreement as giving a licence to the husband to commit adultery.

Proof of Connivance.

To what acts of adultery can connivance be successfully pleaded? Three cases call for consideration and they will, perhaps, be dealt with by way of illustration. Firstly, where a husband is aware of specific acts of adultery committed by his wife with a known person and connives at them, it is clear that he cannot succeed in a petition founded on such acts of adultery. Secondly, where, under the circumstances above mentioned, there are renewed acts of adultery, subsequent to the connivance, and in respect of which later acts there is no connivance. Thirdly, where under the circumstances mentioned in the first case, there are subsequent acts of adultery committed by the wife with an entirely different person, and in respect of which there is no connivance by the husband. The second and especially the third case occasion difficulty.

Connivance as a Defence.

In the opinion of Lord WESTBURY in *Gipps* v. *Gipps and Another*, *ubi supra*, the husband would not be entitled to a decree even in such cases. "The word 'adultery,' *i.e.*, in s. 31 of the Matrimonial Cause Act, 1857, the learned judge says (at p. 13 of the report) "is not to be confined to the particular acts of adultery or to the particular adulterous intercourse alleged or proved by a petitioner for dissolution of marriage. If a husband is proved to have connived at the adultery of the wife with A, he cannot obtain a dissolution of marriage on account of her adultery with B; nor if he has connived at adultery committed by his wife with a particular person at one time, can he complain of adultery committed with the same person at a subsequent time. It would be contrary to the spirit of the Act and highly prejudicial to public morality, if any other interpretation were adopted. It would be a disgrace to the law to suppose that a husband may connive at the adultery of his wife on Monday and yet to be at liberty to complain of a repetition of the adultery on the Tuesday."

Subsequent Adultery with same Paramour.

It is evident therefore that so far as subsequent acts of adultery with the same person is concerned, no petition can be founded thereon where there has been connivance in respect of previous acts of adultery committed with the same person, although opinions may differ as to the grounds on which such a decision should be based.

What is to be said, however, about the third case? There, is the opinion of Lord WESTBURY in support of it, but against that there appears to be the contrary opinion of Lord CHELMSFORD in the same case of *Gipps* v. *Gipps* (at p. 28), since, according to Lord CHELMSFORD the adultery referred to in s. 31 of the Act of 1857 means the particular adultery which is the foundation of the petition, but bearing in mind the fact that it is in the interest of good morals that connivance is treated as one, of the absolute bars preventing the obtaining of a decree of dissolution, and also the fact that the principle on which the Divorce Court and its predecessors have acted is that the petitioner must come into court with clean hands, the reasoning of Lord WESTBURY would seem to be preferable on this point.

Connivance and a Subsequent Paramour.

THEO. SOPHIAN.

A Conveyancer's Diary.

The law of settlements of land is altered by the recent Acts not only in respect of the form in which settlements must be made and in other very numerous details, but fundamentally in the removal of settlements by way of trust for sale from the category of "settled land." This expression is now confined to settlements of a legal estate in land. There is no reference in the Settled Land Act, 1925, to settlements by way of trust for sale. Section 63 of the Act of 1882 (enacting that land subject to a trust for sale and a direction to pay the income to a person for his life shall be deemed to be settled land) and s. 7 of the Act of 1884 (empowering the court to give the tenant for life under such a settlement leave to exercise the powers of a tenant for life) are repealed and not re-enacted. The law relating to this subject is now contained in ss. 23 to 33 of the Law of Property Act, 1925. In order to understand the changed position of a person who, by s. 63 of the Settled Land Act, 1882, was to be deemed to be a tenant for life, it is necessary to discard our present ideas entirely and to accept the view that a settlement of land by way of trust for sale creates not a settlement of land, but merely a settlement of the proceeds of sale.

Settlements of Land.

The repeal of s. 7 of the Settled Land Act, 1884, will not leave the tenant for life without a remedy in cases where the trustees refuse to exercise their powers. Although he will not be able to get leave himself to sell or lease he can, under s. 30 of the Law of Property Act, 1925, apply to the court for an order giving effect to any proposed transaction [or directing the trustees to give effect thereto]. But a tenant for life who has, before 1926, obtained an order of the court giving him leave to lease, will be in some uncertainty as to his position. Section 29 (4) of the Law of Property Act, 1925, enables him, while the order remains in force, to exercise the powers in the names of the trustees as if they had delegated their powers to him. Ordinarily, such delegation is revocable: s. 29 (1). The question whether a revocation by the trustees would be effectual in the case of a tenant for life would probably be answered in the negative. It can hardly be intended that the trustees should be able to override an order of the court.

Settled Land Act, 1884, s. 7.

One curious result of s. 29 (4) of the Law of Property Act, 1925, is that the tenant for life who has obtained leave under s. 7 of the Settled Land Act, 1884, to grant a lease in consideration of a premium to be paid to the trustees will be able to give a receipt for the premium. The subsection enables him to exercise the power in the names and on behalf of the trustees. He will, therefore, sign the names of the trustees to a lease in which the premium is stated to be paid to them. But the premium will in fact be paid to him. As their attorney he will be the proper person to receive it. The direction in the Order that the premium shall be paid to the trustees ceases to be a safeguard as soon as the tenant for life becomes the delegate of the trustees. It would be absurd to construe s. 29 (4) as enabling the tenant for life to execute a lease in the names of the trustees, but at the same time requiring the trustees to execute it themselves for the purpose of giving a receipt for the premium.

Lease by Tenant for Life.

W. F. WEBSTER.

Messrs. Edward Stanford, Limited, have just published a very useful coloured County Court Map of London on a scale of 2 inches to the mile. The map shows by distinctive colours the boundaries of each county court district and also the exact location of the different police-courts. It should prove very useful for solicitors and those interested in county court work.

Landlord and Tenant Notebook.

Small Holdings.

A point of some interest to both landlords and tenants in rural areas arose before Mr. Justice ROMER in *Reddaway* v. *Lancashire County Council*, 41 T.L.R. 423. Under the Small Holdings and Allotment Acts, 1908 to 1919, county councils have certain powers of acquiring lands for the purposes of creating small holdings in the case of suitable applicants. The statute in the first place imposes on the council the duty of acquiring suitable land on reasonable terms by voluntary sale or lease, but if this cannot be arranged, then certain compulsory powers of buying land are conferred upon it. These are, generally speaking, subject to the jurisdiction of the Board of Agriculture, now the Ministry of Agriculture and Fisheries. The council may in a proper case make an order for compulsory hire of land deemed suitable and necessary for its purposes; but this order only becomes final if and when confirmed by the Ministry. This appears from s. 39 (3) of the Act of 1908, which, so far as relevant, is in the following terms: "An order under this section shall be of no force unless and until it is confirmed by the Board, and the Board may . . . confirm the order . . . and an order when so confirmed shall become final and have effect as if enacted in this Act; and the confirmation by the Board shall be *conclusive evidence* (our italics) that the requirements of this Act have been duly complied with, and that the order has been duly made and is within the powers of this Act." It is the words we have italicised "conclusive evidence," that gives rise to the point considered in *Reddaway* v. *Lancashire County Council*, *supra*.

Compulsory Hiring and the Statutory Powers.

Now in *Reddaway's Case*, what happened was this. The owner of an estate between Preston and Lancaster, living on his estate at Winmarleigh Hall, had let a farm on that estate on a yearly tenancy in February, 1916. After the death of the tenant, his son carried on the farm. The plaintiff complained of the management of the farm, especially a proposal to use it as a poultry farm, which would destroy the amenities of his residence, and in January, 1924, gave the tenants notice to quit; at the same time he wrote a letter, saying that he was not anxious to turn them out. The occupants asked the county council to hire a portion of the farm and rent it to them as a small holding. The council, it was alleged, did not attempt to purchase the land by agreement, but immediately made an order putting their powers into force. The Board of Agriculture held an enquiry, at which it was admitted that other land suitable for the purpose of small holdings could have been obtained. The landlord objected to the order as being an attempt to use the statutory powers of acquiring land for small holdings in order indirectly to prevent a landlord from exercising his rights to the control of his own property. Before the Board of Agriculture had intimated its decision either to confirm or disallow the order of the county council, the landlord took proceedings in Chancery for an injunction to restrain the council from acting on its order, on the ground that the order did not comply with the statutory conditions precedent, namely, that attempts to secure suitable land by agreement must first be made.

Jurisdiction of the Ministry of Agriculture.

Now, under the terms of the statute it seems clear that the county council cannot make an order for the compulsory acquisition of land for the purpose of providing small holdings unless they are unable to acquire suitable land elsewhere. But their order is only provisional, being subject to confirmation by the Board of Agriculture, which presumably will act judicially in giving its decision. The confirmation of the Board of Agriculture, under s. 39 (3), is to be "conclusive evidence" of compliance with the conditions precedent of the statute. Obviously, this imposes on the Board a judicial duty to determine the matter in accordance with the proved facts; their jurisdiction is a judicial one; and the Chancery Division cannot assume beforehand that it will be exercised unjudicially. Therefore Mr. Justice ROMER held that his court could not interfere.

Apportionment which proves non-effective.

A very curious result of certain intricate sections in the Rent Restriction Acts appears from the decision of the Divisional Court in *Phillips* v. *Potter*, 41 T.L.R. 460. A County Court judge is given, by s. 12 (3) of the Rent Restriction Act of 1920, certain powers to apportion the rent of a larger property, within which is comprised a smaller dwelling-house to which the Acts apply, as between the dwelling-house in question and the other parts of the larger premises; the object, of course, is to ascertain the fair value of the portions thus sublet on separate tenancies. The power to apportion is given only to a County Court judge; he, too, is permitted to exercise it only on application by one of the parties; there must, too, be a dispute as to standard rent before the jurisdiction arises. But, strangely enough, it is *not* necessary that the applicant's dwelling-house should ultimately turn out to be within the Rent Restriction Acts. The result of the apportionment may be such as to show that the applicant's house is *not* within the Act. The possibility that it may turn out to be within it, apparently, is enough to confer jurisdiction to apportion. Where there exists a *primâ facie* case in favour of a claim to have the rent apportioned, the County Court judge must hear the evidence as to value and make the calculations necessary for apportionment in order to ascertain whether or not he has jurisdiction to apportion. If the calculations so made show that the apportioned standard rent of the sub-premises place it outside the statutory limits, then the judge must decide that he has no jurisdiction to complete his task by in fact making the order for apportionment, and must dismiss the application accordingly. But if the evidence and calculations show that the premises are within the Act, then he will go on to make the actual order of apportionment. Such is the position as elaborated in the very interesting judgments of Mr. Justice SALTER and Mr. Justice GREER, both of which are well worth reading.

Frontager's Right of Appeal.

Landlords of modern houses in localities governed by the Private Street Works Act, 1892, are so deeply interested in all questions of a frontager's liability to pay his proportion of the "making-up" costs, that no apology is necessary for including here a brief reference to the Divisional Court's recent decision in *Rex* v. *Minister of Health, ex parte Aldridge*, 41 T.L.R. 465. Where the road authority decides to make up a new road under the statutory powers conferred by ss. 7, 8 and 10 of the Private Street Works Act, 1892, and duly serves the statutory notices on the frontagers, the latter have two statutory remedies. They can either appeal by way of memorial to the Ministry of Health (formerly the Local Government Board) or else can take the objections allowed by the statute upon an apportionment summons before justices: Public Health Act, 1875, s. 268. It would seem from the decision just quoted that a frontager who deems himself aggrieved by the final apportionment, and who has some proper objection not comprised within the category of objections that can be taken under the Private Street Works Act, can still appeal in respect of that objection by presenting a memorial to the Minister of Health, who can entertain the appeal and make such order as he deems just and equitable.

CHATTEL REAL.

CASES OF EASTER SITTINGS.

Court of Appeal.

Kempler v. **Bravington.** 25th May.

No. 2.

LAW MERCHANT—SALE OF GOODS—SALE OR RETURN—AGENCY BY ISSUE OF CUSTOMARY NOTE—CUSTOM OF THE DIAMOND TRADE—THEFT BY AGENT—LEGAL POSITION OF *bonâ fide* PURCHASER.

Where a diamond merchant entrusts precious stones under the form of "Sale or Return" note customary in the diamond trade to an agent for sale on the terms that the agent is either to return the stones or their cash value to his principal, whose property they are to remain in the meanwhile;

And where the agent sells the stones to a bonâ fide *purchaser for value from which he receives the price agreed, and converts this money to his own use under circumstances amounting to larceny, and is subsequently prosecuted to conviction for this offence;*

Held, that in the circumstances the property has never passed to the purchasers, and that the sellers are entitled to recover either the stones or their value.

Weiner *v.* Gill, 1906, 2 K.B. 374, *applied.*

This was an appeal from Mr. Justice Mackinnon, who found in favour of the plaintiffs on an action to recover certain diamonds or their value in the following circumstances :—

Mr. Adolf Kempler, a diamond merchant, of 40, Holborn-viaduct, entrusted three parcels of precious stones to a man named Ronchi, who was an agent in precious stones carrying on business at Hatton-gardens. They were entrusted on a contract embodied in a "sale or return" note commonly used in the diamond trade, which was in the following terms, so far as the same are material: "Mr. S. Ronchi, on sale or return from A. Kempler, Diamond and Pearl Merchant, 10 Brills. 12 crt. at £72 10s. per crt., 33 Brills. 10 crt. at £26 per crt., 48.50 crt. Brills. at £13 10s. per crt. I reserve the right to charge any of the above-mentioned goods which shall not have been returned within seven days. The goods specified above remain my property until charged by me, you in the meantime being responsible for loss or damage. All uninvoiced goods are to be returned on demand." Ronchi sold these stones on the same day, and two parcels were identified as having been sold to Messrs. Bravingtons, a firm of diamond merchants, at 296-298, Pentonville-road. Ronchi received payment for these stones and appropriated it to his own use. He was subsequently prosecuted at the Central Criminal Court for theft of the diamonds (*inter alia*); he was convicted and sentenced to four years' penal servitude. Kempler claimed the return of the diamonds or their value from Bravingtons, and Mr. Justice Mackinnon found in his favour on the ground that (1) it had not been proved that Ronchi was Kempler's agent to sell the diamonds, and (2) the property had not passed to Bravingtons in the events that happened.

Statutory enactment in issue, relevant section:—Sale of Goods Act, 1893, s. 18, r. 4: When goods are delivered to the buyer on approval or "on sale or return" or other similar terms, the property therein passes to the buyer: (*a*) When he signifies his approval or acceptance to the seller or does any other act adopting the transaction; (*b*) if he does not signify his approval or acceptance to the seller, but retains the goods without giving notice of rejection, then if a time has been fixed for the return of the goods, on the expiration of such time, and, if no time has been fixed, on the expiration of a reasonable time. What is a reasonable time is a question of fact.

Cases quoted :—

Weiner v. *Harris*, 1910, 1 K.B. 288;
Weiner v. *Gill*, 1906, 2 K.B. 574;
Kirkham v. *Attenborough*, 1897, 1 Q.B. 261.

The Court dismissed the appeal.

BANKES, L.J., said the question is whether Ronchi was in a position to confer a title on the defendants to the goods. There are three decisions which establish different kinds of ways in which goods might be entrusted by one man to another on sale or return. The decisions were *Kirkham* v. *Attenborough*, 13 T.L.R. 151; 1897, 1 Q.B. 201; *Weiner* v. *Gill*, 22 T.L.R. 699; 1906, 2 K.B. 574; and *Weiner* v. *Harris*, 26 T.L.R. 96; 1910, 1 K.B. 285. The three different kinds of ways in those cases are (1) the entrusting for sale or return simply. In such a case the person to whom the goods had been entrusted might make a title to them either by paying for them, or by pledging them, as in *Kirkham* v. *Attenborough*, *supra*; (2) goods might be entrusted in circumstances from which the court might infer that the person entrusted with them was the agent of the owner, *Weiner* v. *Harris*, *supra*; and (3) where at the time when the goods were entrusted it was made clear that the property in them did not pass until a certain event happened. In *Weiner* v. *Gill*, *supra*, the property was not to pass until the person entrusted paid for them or until the plaintiff had debited the price. But the circumstances might be such that the owner was estopped from denying that the property had passed. In that case, *Weiner* v. *Gill*, *supra*, Lord Alverstone said, at p. 579: "The document which constitutes the contract under which the goods were delivered by the plaintiff to Huhn is in the following terms: 'On approbation. On sale for cash only or return.' If it had stopped there, there might have been a difficulty in the plaintiff's way, for I can imagine a case of goods being delivered on sale or return on the terms that the buyer should pay cash as soon as he has signified his acceptance or approval or done any other act adopting the transaction. I do not think the giving of credit is an essential element in a contract of sale or return. But, however that may be, this document goes on to say that 'goods had on approbation or on sale or return remain the property of Samuel Weiner until such goods are settled for or charged.' That is, in my opinion, a distinct statement of the intention of the parties that property in the goods was not to pass to Huhn unless and until he informed the plaintiff that he accepted the goods and at the same time tendered the money for them, or asked the plaintiff to debit him with the price and the plaintiff consented to do so. It follows that in the words of s. 18, *i.e.*, of the Sale of Goods Act, 1893, 'a different intention appears,' and therefore the intention of the parties as to the time at which the property is to pass is not to be ascertained according to r. 4 of that section, the parties themselves having clearly indicated by the terms of the contract that the property was only to pass when Huhn paid cash or was debited by the plaintiff with the price of the goods." In the present case, looking at the words "The goods specified above remain my property until charged by me," contained in the document in this case, they were quite inconsistent with the suggestion that the property in the goods was to pass. The learned judge below, having come to the conclusion that the document represented the real transaction between the parties, decided rightly that the principle of *Weiner* v. *Gill*, *supra*, applied.

SCRUTTON, L.J., and SANKEY, J., delivered judgments to the same effect.

COUNSEL: For the appellants, *Sir Walter Schwabe*, K.C., and *Hilbery*; for the respondents, *Comyns Carr*, K.C., and *Freedman*.

SOLICITORS: *E. V. Huxtable*; *Stanley Attenborough & Co.*

[Reported by J. H. MENERS, Barrister-at-Law.]

Pritchard *v.* **Bettisfield Colliery Co. Limited.**
No. 1. 27th May.

WORKMEN'S COMPENSATION—WORKMAN KILLED IN ACCIDENT—DEPENDANTS—ILLEGITIMATE GRANDCHILD—INCREASE OF COMPENSATION IN RESPECT OF "CHILD OR CHILDREN"—"MEMBER OF THE WORKMAN'S FAMILY"—WORKMEN'S COMPENSATION ACT, 1906, 6 Edw. 7, c. 58, s. 13—WORKMEN'S COMPENSATION ACT, 1923, 13 & 14 Geo. 5, c. 42, s. 2.

Where a workman has been killed in an accident, the additional compensation conferred by s. 2 of the Workmen's Compensation Act, 1923, may be claimed in respect of his dependent illegitimate children or grandchildren.

On 27th October, 1924, Thomas Pritchard, a miner, was killed in an accident whilst working for the Bettisfield Colliery Co. Compensation was claimed by his widow in respect of herself and Mary Pritchard, the illegitimate daughter of his daughter, who was dependent on his earnings. Section 13 of the Workmen's Compensation Act, 1906, provides that where a workman has been killed in an accident, compensation may be claimed in respect of a dependent illegitimate child or grandchild. Section 2 of the Workmen's Compensation Act, 1923, enacts that "Where a workman leaves a widow or other member of his family (not being a child under the age of fifteen) wholly or partially dependent on his earnings, and in addition leaves one or more children under the age of fifteen so dependent, then—(*a*) if both the widow or other member of the workman's family and such child or children as aforesaid were all wholly dependent on the workman's earnings there shall, in respect of each such child, be added to and dealt with as part of the compensation payable under paragraph (1) (*a*) of the First Schedule to the Principal Act a sum . . ." (an additional percentage of compensation specified). The judge at Holywell County Court held that the specified additional compensation was payable in respect of Mary Pritchard, and was not confined by the words of s. 2 of the Act of 1923 to children or grandchildren of lawful birth. The employers appealed. The court dismissed the appeal.

POLLOCK, M.R., referred to the relevant sections and said that the Act of 1906 was treated as the "principal Act" under which compensation was to be awarded, and s. 13 after saying that "dependants" meant such of the members of the workman's family as were wholly or in part dependent on his earnings, said that "and where the workman, being the parent or grandparent of an illegitimate child leaves such a child so dependent upon his earnings . . . the word 'dependant' shall include such illegitimate child . . ." It was clear from that that the Act of 1906 was intended to be inclusive, and to make provision for dependents, and did not intend that the test should be legitimacy. Once that principle was grasped, it was easy to see that dependency was the condition, and that the Legislature did not necessarily consider the question of legitimate or illegitimate birth. Therefore, in spite of the references to "one or more children," without reference to illegitimate children, in s. 2 of the Act of 1923, there seemed no logical reason for saying that the system of compensation, which applied equally in 1906 to legitimate or illegitimate children, and which was intended to be amplified by the Act of 1923, was amplified only as regards those children who could claim to be of lawful birth. It seemed difficult, upon s. 2 alone, to think that throughout the section the words "one or more children" must be controlled by the words "member of his family," so as to indicate only those who were lawful children or grandchildren.

WARRINGTON and ATKIN, L.JJ., delivered judgments to like effect.

COUNSEL: *Shakespeare* and *R. N. Norris* for appellants; *Greaves-Lord*, K.C., and *O. G. Morris* for respondent.

SOLICITORS: *Barlow, Lyde & Yates*, for *James Barton and Kentish*, Birmingham; *Jacques & Co.*, for *Cyril O. Jones*, Wrexham.

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

Briggs *v.* **Thomas Dryden and Sons; Talbot** *v.* **Vickers Lim.**
No. 1. 25th May.

WORKMEN'S COMPENSATION—INFANT WORKMAN INJURED BY ACCIDENT IN 1918—DECLARATION OF LIABILITY—INFANT ATTAINING MAJORITY IN 1923—APPLICATION TO REVIEW WEEKLY PAYMENTS—RIGHT TO COMPENSATION ACCRUING UNDER LEGISLATION IN FORCE AT DATE OF DECLARATION—WORKMEN'S COMPENSATION ACT, 1906, 6 Edw. 7, c. 5, First Schedule, para. (16) Proviso—WORKMEN'S COMPENSATION ACT, 1923, 13 & 14 Geo. 5, c. 42, s. 24 (6).

Paragraph 16 *of Sched.* 1 *of the Workmen's Compensation Act*, 1906, *provides for a review of weekly payments to injured workmen, and has the proviso "Where the workman was at the date of the accident under twenty-one years of age and the review takes place more than twelve months after the date of the accident, the amount of the weekly payment may be increased to any amount not exceeding fifty per cent. of the weekly sum which the workman would probably have been earning at the date of the review if he had remained uninjured, but not in any case exceeding one pound." Section* 24 (6) *of the Workmen's Compensation Act*, 1923, *says: "For the proviso to para.* (16) *of the First Schedule to the principal Act the following proviso shall be substituted: Provided that where the workman was at the date of the accident under twenty-one years of age, and the review takes place more than six months after the accident, and before the workman attains the age of twenty-one years, the amount of the weekly payment may be increased to such an amount as would have been awarded if the workman had at the time of the accident been earning the weekly sum which he would probably have been earning at the date of the review if he had remained uninjured.*

In 1918, the applicant, Briggs, a minor, was injured whilst working for the respondents, Dryden and Sons, losing a little finger, and was paid compensation on the basis of his earnings of 12s. 6d. a week. He returned to work, but a declaration of liability by the employers was filed. On 7th September, 1921, he reached the age of twenty-one years. In September, 1924, he left work in order that the stump of the little finger might be removed, and did not return to work until January, 1925, during which time the respondents paid him 17s. 6d. a week compensation. He applied to review the payment under para. 16 of the First Schedule of the Act of 1906, but the respondents raised the objection that s. 24 (6) of the Act of 1923 was in substitution of the earlier Act, and that the words "before the workman attains the age of twenty-one years" barred the right to review. The county court judge held that by the construction of s. 38 (2) (*c*) of the Interpretation Act, 1889, the workman had a "right accrued" under the earlier section, and made an award for 15s. a week; the respondents appealed. The court dismissed the appeal.

The case of *Talbot* v. *Vickers Lim.* was heard at the same time as involving a similar question.

POLLOCK, M.R., said that it was not easy to interpret the two Acts, with the Interpretation Act, 1889, superimposed, but he thought that the rights of the applicant had accrued and been secured by the declaration of liability, which was a reserved agreement. It did not seem logical that the new Act should take away accrued rights, and that was the effect of the decision in *Nesakes* v. *Blackwall Colliery Co. Lim.* 41, *The Times*, L.R. 296.

WARRINGTON and ATKIN, L.JJ., gave judgment to like effect.

COUNSEL: *Eastham*, K.C., and *Darbyshire* for Dryden and Sons; *Greaves Lord*, K.C., and *Beney* for Vickers Lim.; *Wingate Saul*, K.C., and *Beney* for Briggs; *Sir H. Slesser*, K.C., and *R. S. T. Chorley* for Talbot.

SOLICITORS: *Rawle, Johnstone & Co.* for *John Taylor & Co.*, Blackburn; *Gibson & Weldon* for *John Whittle*, Preston; *J. R. Hanning*, Barrow-in-Furness; *Bell, Broderick & Gray* for *Joseph Pickavance*, Barrow-in-Furness.

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

In re Reddaway & Co.'s Trade Mark.

No. 1. 26th May.

TRADE MARK — REGISTRATION — MARK "DISTINCTIVE" ABROAD BUT NOT IN ENGLAND—APPLICATION TO REGISTER —INTENDED SALE ABROAD ONLY—REGISTRATION IN ENGLAND TO FACILITATE FOREIGN REGISTRATION—TRADE MARKS ACT, 1905 (5 Edw. 7. c. 15) s. 9 (5).

In deciding whether a Trade Mark should be registered in England in order to facilitate the registration in foreign countries, where alone the goods bearing the mark are to be sold, and where the mark has acquired a distinctive character, the Court will consider the question of the user abroad, and the distinctive character of the mark there, and will not confine itself to the sole issue as to whether the mark is or is not adapted to distinguish goods in this country.

Decision of Tomlin, J., *reversed*.

The applicants, Messrs. Reddaway & Co., applied to register a mark of three red stripes or lines woven into canvas hose. They affirmed that the hose was only to be sold in Canada and the United States, that the mark there by long user was well known and had acquired a "distinctive" character within the meaning of s. 9 (5) of the Trade Marks Act, 1905, and that registration was only sought in this country in order to facilitate registration in the countries of sale. Rival manufacturers opposed the registration, and TOMLIN, J., affirming the refusal of the Registrar to register, held that the mark was not adapted to distinguish in this country, and so not a fit subject for registration. The applicants appealed. The Court allowed the appeal.

POLLOCK, M.R. said that the method of marking hose by coloured lines was clearly adopted as a practical and useful system, whatever its application, therefore cases such as *In re W. and G. Du Cros's Application* (30 R.P.C. 660) should not govern the decision. Unless there was evidence which established that the proposed mark was calculated to deceive, the criticisms of opponents as to the similarity of the mark to other red stripes ought not to be fatal to it. The Court was entitled and ought to look at all the circumstances of the case, and the evidence of user in markets at home and abroad. TOMLIN, J., held that evidence of user in another country might be evidence of some distinctiveness, but was not evidence that the mark was adapted to distinguish in this country. He (his Lordship) could not so separate the market at home from the market abraod. The commodity on which the mark was to be put was of special rather than of general use, and the markets at home and in foreign countries must react and interact upon each other. The appeal, therefore, must be allowed and the Registrar must be directed to proceed with the application, but as it proceeded upon the basis of the user being confined to the United States of America and to Canada, the registration must impose that limitation on the user.

WARRINGTON and SARGANT, L.JJ., delivered judgments to like effect.

COUNSEL: *Sir Duncan Kerly*, K.C., and *R. Moritz* for appellants; *Hunter Gray*, K.C., *Trevor Watson* and *G. W. Tookey* for respondents; *Dighton Pollock* for the Board of Trade.

SOLICITORS: *W. J. & E. H. Tremellan*, for *Blair and Sedden*, Manchester; *Bristows, Cooke & Carpmael; Solicitor to the Board of Trade.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

Cases in Brief.

Sorrell *v.* **Smith.** { The House of Lords. Lords Cave, Dunedin, Atkinson, Sumner, and Buckmaster. 16th May.

CONSPIRACY—TRADE UNION—LAWFULNESS OF COMBINATION —WHOLESALE NEWSAGENTS' TRADE SOCIETY—RETAIL NEWSAGENTS' TRADE SOCIETY—WITHDRAWAL OF SUPPLY TO A RETAIL NEWSAGENT AT INSTIGATION OF WHOLESALE NEWSAGENTS' SOCIETY—LEGALITY OF INTERFERENCE WITH BUSINESS OF RETAIL NEWSAGENT.

Where a trade society of retail newsagents, in pursuance of a policy of restricting the number of retail dealers within any local area, withdraws through one or more of its members orders given to a wholesale newsagent for supply of papers with the object of putting pressure on that wholesale agent to discontinue the supply of papers to retailers in the local area, whose presence there has not been authorised by the retailer's trade society;

And where the trade society of wholesale newsagents to which the wholesale agent thus penalized belongs decides as a defensive measure to discontinue, through their members, supply to retailers thus putting pressure on their members;

Held, that such action on the part of the wholesale trade society is not actionable as conspiracy or illegal interference or otherwise.

Quinn *v.* Leatham, 1901, A.C. 495, *distinguished*.

FACTS.—The publishers of the London daily newspapers supplied their papers to wholesale newsagents, who in their turn supplied them to retail newsagents for sale to the public. The retail newsagents had a trade union known as the National Federation of Retail Newsagents, Booksellers, and Stationers; and that federation had for some time advocated a policy which they called the "distance limit policy," and which was a policy for preventing newcomers from opening shops for the retail sale of newspapers in any area where the supply of newspapers was, in the opinion of the federation, already sufficiently provided for. The interests of the publishers as regards the circulation of their newspapers were looked after by the respondents, who were a committee of the circulation managers of the London dailies, who disapproved of the "distant limit" policy. Early in 1922 some newcomers began selling newspapers in a London area which, in the opinion of the London District Council of the Retail Federation, was already sufficiently equipped with retail newsagents; and these newcomers obtained their supplies of papers from a firm of wholesale newsagents called Ritchie Brothers, of Shoe-lane. Thereupon the London District Council took action in support of their policy, having failed to persuade Messrs. Ritchie to stop supplies.

The appellant, Sorrell, was a retail newsagent who received his supply of papers from Ritchie Brothers. Acting in accordance with the request of the Retailers Trade Society he withdrew his order for papers from Ritchie Brothers and gave them to another wholesale newsagent, Watson Brothers. Thereupon the Wholesale Newsagents' Trade Society, acting through the respondent Smith, requested Watson Brothers to discontinue supply to Sorrell, and Watson Brothers did so. This action was purely defensive on the part of the wholesale society and there was no malice against Sorrell. The latter then took proceedings in the Chancery Division against Smith, claiming an injunction on the ground that the action of Smith and the Wholesalers' Trade Society was an illegal interference with Sorrell's right to conduct his retail business as he pleased, and therefore was an actionable tort in accordance with the rule laid down in the leading case of *Quinn* v. *Leatham*, *supra*.

Mr. Justice Russell held that there was an actionable wrong and granted the injunction asked for; this decision was reversed by the Court of Appeal, whose decision has now been affirmed by the House of Lords.

Mr. Justice Russell's Findings of Fact.—From the above recital the following facts emerge: (1) The plaintiff, at the request of his branch, ceased to deal with Ritchie's because Ritchie's were supplying newcomers who, in the opinion of the Retail Federation, were cases to whom the distance limit policy should be applied; (2) the defendants, at the request of Ritchie's and in combination, intervened, and for the purpose of securing that the plaintiff should return to Ritchie's as a customer brought pressure to bear on Watson's to discontinue their supplies to the plaintiff; (3) this pressure was exerted on Watson's in part directly by threatening to discontinue supplies to Watson's and in part indirectly (through W. H. Smith & Son) by threatening to discontinue supplies to W. H. Smith & Son if they did not discontinue supplies to Watson's so long as Watson's continued to supply the plaintiff. In other words, the defendants combined to bring it about by threats that Watson's should refuse to deal with the plaintiff—that is, they combined to interfere (by coercion of Watson's) with the trade of the plaintiff, with his right to carry on his business as he would and to deal with such people as he thought fit. I will add this additional fact (of which I am upon the evidence satisfied), that in acting as they did the defendants were not actuated by any spite against the plaintiff, or by any intention or desire to injure him. They desired that he should take back his custom to Ritchie's; they were quite unaware of the fact (if it be the fact) that it was to the plaintiff's advantage pecuniarily and otherwise to deal with Watson's rather than with Ritchie's.

Cases quoted:—

Quinn v. *Leatham*, 1901, A.C. 495.
Mogul SS. Co. v. *MacGregor*, 1892, A.C. 25.
Allen v. *Flood*, 1898, A.C. 1.
Garrett v. *Taylor*, Cro. Jac. 567.
Gregory v. *Duke of Brunswick*, 6 M. and G. 205.
Tamperton v. *Russell*, 1893, 1 Q.B. 715.
Giblan v. *National Amalgamated Labourers' Union*, 1903, 2 K.B. 600.
Scottish Co-operative Wholesale Society v. *Glasgow Fleshers*, 35 Sc. 4 R. 645.
Reynolds v. *Shipping Federation*, 1924, 1 Ch. 28.
Attorney-General for Australia v. *Adelaide S.S. Co.*, 1913, A.C. 793.
Lumley v. *Gye*, 2 E. & B. 216.
South Wales Miners' Federation v. *Glamorgan Coal Co.*, 1905, A.C. 239.
Conway v. *Wade*, 1909, A.C. 506.
Larkin v. *Long*, 1915, A.C. 814.
Hodges v. *Webb*, 1920, 2 Ch. 70.
White v. *Riley*, 1921, 1 Ch. 1.
Ware and de Freville v. *Motor Trade Association*, 1921, 3 K.B. 40.

Decision.—Lord Cave (the Lord Chancellor), in the course of his judgment, the House being unanimous in holding that the action could not be maintained, expressed the following views:—

(1) A combination of two or more persons wilfully to injure a man in his trade is unlawful and, if it results in damage to him, is actionable; (2) If the real purpose of the combination is, not to injure another, but to forward or defend the trade of those who enter into it, then no wrong is committed and no action will lie, although damage to another ensues. The distinction between the two classes of case was sometimes expressed by saying that in cases of the former class there was not, while in cases of the latter class there was, just cause or excuse for the action taken. To the text of the above general propositions he would add the following footnotes:—(*a*) Although the first proposition was confined to a combination of two or more, it did not necessarily follow that the existence of a combination was essential to the commission of the offence. There was some authority for the view that what was unlawful in two was not lawful in one, and that the circumstance that two or more persons combined to cause the injury while it might be very relevant as evidence of the purpose and as an aggravation of the damage, was not itself an essential element in the cause of action. See the opinions expressed by Chief Baron Palles in *Kearney* v. *Lloyd*, 26 L.R. Ir., at p. 280, and by Lord Justice Romer in the *Giblan Case*, 1903, 2 K.B., at p. 619; and see also *Hutley* v. *Simmons*, 14 T.L.R. 150; 1898, 1 Q.B., 181. But in the present case, where a combination clearly existed, this question did not arise; and accordingly he expressed no opinion upon it; (*b*) In some cases "malice" was postulated as an element in the tort which he was considering. If the word meant only that the act complained of was wilfully and knowingly done or that it was done for the purpose of injuring another, then it was rightly used in this connexion. But there was a tendency to interpret "malice" as connoting personal enmity or spite or some other evil motive; and as such a motive was neither an essential element in the offence nor conclusive of the offence having been committed, it seemed better to forgo the use of the word; (*c*) The second proposition, of course, assumed the absence of means which were in themselves unlawful, such as violence or the threat of violence or fraud. Their lordships were asked to say that a threat to withdraw custom or supplies fell within this category, and of itself introduced an element of illegality; but, although there were passages in the book which appeared to support that contention it did not appear to him that the contention was made good. (*d*) There was here no question of a "trade dispute" within the meaning of the Trade Disputes Act, 1906. The quarrel here was not between employer and workman or between workman and workman, but between trader and trader. The above observations, therefore, were not directed to such a case The plaintiff struck the first blow, and when it was countered by a similar blow struck by the defendants ran to the court for protection His attitude recalled the saying of a French author: "Cet animal est très méchant; quand on l'attaque, il se défend." Apparently he forgot that if the defendants were acting illegally then so was he, and that if he was acting illegally a court of equity would hardly be disposed to help him. He thought that in this case it was proved that the defendants took action for the sole purpose of protecting their own trade, and accordingly that they had not committed or threatened to commit any wrong and were not liable to any proceedings.

Counsel: Appellant: *Sir John Simon*, K.C., *Maugham*, K.C., and *Arthur Henderson*; Respondents: *Clauson*, K.C., *Wilfrid Greene*, K.C., and *Dighton Pollock*.

Solicitors: *Shaen, Roscoe, Massey & Co.*; *Lewis & Lewis*; *C. H. Kirby*.

Harley *v.* **Sholl and Another.**

High Court of Justice; K.B.D. Divisional Court. Lord Chief Justice, Salter and Greer, JJ. 18th May.

Contempt of Court—Pending Libel Trial—Defence under Lord Campbell's Act, Accompanied by Payment into Court—Publication by Plaintiff in his own Newspaper of the Payment into Court—Action calculated to Prejudice Fair Trial.

In the case of a pending libel action, after the defendant has put in a defence under Lord Campbell's Act, accompanied by a payment into court, it is contempt of court for the plaintiff to publish, whether in a newspaper of which he is the proprietor or elsewhere, the fact that there has been a payment into court.

Facts.—Rule *nisi* granted against the Editor, Printer, and Publishers of the *Wealdstone News and Harrow News*, calling upon them to show cause why a writ of attachment should not issue for contempt of Court. The facts are sufficiently indicated in the headnote and judgments.

The Divisional Court held that there had been a "contempt."

Cases quoted:—

Veale v. *Reid*, 1904, 117 L.T., 292.
Oxley v. *Wilks*, 1898, 2 Q.B. 50.

DECISION.—The Lord Chief Justice delivered the following judgment, with which Mr. Justice Salter and Mr. Justice Greer agreed :—

Some questions had been raised which it was not perhaps necessary to decide. It had been argued that where money was paid into court under Lord Campbell's Act of 1843, as amended by another Act in 1845, it was necessary that the jury should be informed of the payment and the amount He thought that that was a misreading of the statute. Whether one looked at the Act of 1843 or 1845 it appeared that the payment of money into court as amends was not part of the defence, but a condition of the defence, a collateral act without which the defence was of no avail. Words to that effect were to be found in the Act of 1843 and very precise words in that of 1845. It was not an ingredient of the defence, but a step without which the defendant was not at liberty to set up that defence. It seemed to him not only unnecessary but injurious to inform the jury. It had been argued that a payment under Lord Campbell's Act was on a different plane from payment into court under O. xxii., r. 22. But when one looked at the rule it was difficult to resist the conclusion that in all these cases no reference was to be made to the fact of payment into court, and to draw the contrary inference from s. 2 of the Act of 1843. It was not necessary to decide that question, but it seemed to him that while it was difficult to contend that it was right to communicate the fact that money had been paid in, he was quite sure that it was wrong to name the amount. It was for the jury to name the appropriate amount of damages without reference to any payment into court, and it was then easy to see whether the amount paid in was adequate. It was quite clear here that there had been a contempt and that there ought to be an adjudication to that effect, and the writs of attachment should issue. As to Mr. Patteson, the printer, it would suffice that he should pay the costs of the rule against him. As to Mr. Harley, the position was different and the matter must go rather further. As he was a party to the action the proper process against him was by motion for attachment (*Squire* v. *Hammond*, 1912, W.N., 200), and the motion for a rule *nisi* was misconceived and it would be discharged without costs. On the motion for attachment the writ would go and would lie in the office for fourteen days. If within that time Mr. Harley paid a fine of £50 nothing further would be done on the writ, but he would also have to pay the costs of the motion for attachment.

COUNSEL: *Birkett*, K.C., and *Levy*; *Maddocks*, K.C., and *Herbert*.

SOLICITORS: *Herbert Z. Deane & Co.*; *C. E. Brady*.

Cases of Last Week—Summary.

Stephenson *v.* Stephenson. Divisional Court of P., D. and Adm. Div. 9th June.

In this important case a Divisional Court, on appeal from justices in petty session, refused to quash an order of justices that a husband, against whom a separation order for desertion had been made, should pay to his wife a larger proportion than one-third of his income although there were no children to be supported by the wife, and although her own earnings were very nearly equal to those of her husband. In so doing the Court practically overruled *Cobb* v. *Cobb*, 1909, P. 294, which in substance held that in making separation orders magistrates ought to apply the principle of the Divorce Division, which, in the case of a childless wife, allows as alimony one-third of the joint income of husband and wife. In effect, although not in express terms, the Divisional Court would seem to have held that a separation order may be treated by magistrates as an instrument for the penalization of a husband who is found to be in matrimonial fault. Hitherto, the Courts have taken for granted that matrimonial remedies are intended to provide relief for the innocent spouse and not to punish the other spouse.

The appellant, TOM CRIDDLE STEPHENSON, was employed by the executive authority of the Labour Party at the salary of £270 a year. He was married to the respondent, MARY STEPHENSON, on 12th July, 1919. There were no children. He left her on 17th November, 1924. She was a "supply teacher" under the Kent Education Committee, and when she was employed she received 17s. a day, less 5 per cent. for superannuation contributions. In 1924 she was employed for twenty-five weeks and she earned £106 5s. Since January, 1925, she had been employed for a considerable part of the time. On 27th March last, on the hearing of a summons brought by the respondent under the provisions of the Summary Jurisdiction (Married Women) Act, 1895, the justices found that the husband had deserted the wife, and ordered him to pay her a weekly allowance of £2. The husband appealed on the ground that the award was excessive. In the exceptional circumstances of the case the Divisional Court refused to set aside an order of the justices of the petty sessional division of Dartford awarding the maximum allotment of £2 a week to a wife deserted by her husband, who was earning £5 3s. 10d. a week, although the wife was a "supply teacher" and when employed by the education authorities herself earned a salary of about £4 a week. Section 5 (*c*) of the Summary Jurisdiction (Married Women) Act, 1895, provides: "The Court of Summary Jurisdiction to which any application under this Act is made may make an order containing all or any of the provisions following, viz. . . . (*c*) A provision that the husband shall pay to the applicant . . . such weekly sum not exceeding £2 as the Court shall, having regard to the means both of the husband and the wife, consider reasonable."

Lord MERIVALE said that the case was one of an exceptional character. The husband's earnings were fixed; those of the wife were precarious. Justices had a discretion as to the allowance of alimony, although they ought not lightly to depart from the rules laid down in the Ecclesiastical Court and applied in the Divorce Court. Those rules, however, were primarily intended to apply to spouses with fixed incomes from invested funds; whereas in the magisterial courts no such incomes were in question. On the whole, the decision must be allowed to stand. Mr. Justice HILL agreed.

The Court consisted of Lord MERIVALE (President) and Mr. Justice HILL.

COUNSEL: for the appellant, *Garland*; respondent, *Mortimer*.

SOLICITORS: *L. Silkin*; *Bentley & Jenkins*, for *N. Baynes*, Dartford.

Re Henry Charles Stephens, deceased. Mr. Justice Lawrence. 11th June.

In this curious case Mr. Justice LAWRENCE ordered that an inquiry should be held to see whether or not the trusts of a will in favour of the public at large were capable of being carried out. The deceased had died in July, 1918, leaving, amongst other residences, one known as Avenue House, Church End, Finchley, in the County of Middlesex. It had as precincts ten acres of garden ground which, on certain days in the lifetime of the testator, had customarily been thrown open to the public.

Mr. STEPHENS made a will, dated 16th May, 1918, clause 14 of which was :—"I devise to the Urban District Council of Finchley the Avenue House Estate, subject to the condition that the same shall be open for the use and enjoyment always of the public under such reasonable regulations as may be made by the said council from time to time for the care and upkeep thereof and until possession thereof shall be given up or for such shorter period as my trustees shall deem fit. I authorize my trustees to keep up the gardens and pleasure grounds belonging to the Avenue House Estate as nearly as may be as the same were being kept up at the time of my death."

The executors of the will have never formally assented to the devise, although they have intimated their willingness to do so if provision were made for the payment of the death duties. In a letter dated 29th September, 1923, from the clerk of the defendant council to the secretary of the Charity Commissioners he stated that the defendant council disclaimed the trust (if any) created by the testator's will. On 29th May, 1923, at a meeting of the Finchley Church End Ratepayers' Association, a resolution was passed that Avenue House and grounds ought to be retained for the benefit of the Finchley of the future. In these circumstances this action was brought, claiming that the trusts of Avenue House and grounds might be administered by the Court, and in particular that it might be determined whether the defendant council had power to disclaim the devise of the property.

The executors submitted for the consideration of the Court the questions: (1) Whether the condition attached to the devise was a true condition or whether it constituted a trust? (2) Whether, if held to be a condition, the non-performance of the condition would invalidate the devise and cause the property to fall into residue? (3) Whether, in the event of the condition being held to be a trust and of non-performance as aforesaid, there was such an overriding intention in favour of charity as to admit the application of the doctrine of *cy près*, or whether there was only a specific charitable intention, on failure of which the trust would fail and the property fall into residue?

Mr. Justice LAWRENCE, in his judgment, said the Finchley Urban District Council had accepted the devise and it was far too late for them to disclaim the property in September, 1923. The question whether the trusts were trusts of a particular charity so as to make the Finchley Council the trustees for the residuary legatees, or whether the will showed a general charitable intention so that the doctrine of *cy près* would be applicable, he (his lordship) did not propose now to determine, as it would be necessary to know whether it was possible to carry out the devise in terms of the will. Therefore, after a declaration on each of the two questions, he decided an inquiry would be directed whether the trusts of the will declared of Avenue House, Finchley, were capable or incapable of being carried into effect, and the case would be adjourned for further consideration.

COUNSEL: Plaintiffs, *Beaumont*; Finchley Urban Council, *Cunliffe*, K.C., and *Sanger*; Executors, *Jenkins*, K.C., and *Lightwood*; Residuary Legatees, *Grant*, K.C., and *Edmunds*; Official Trustee of Charity Lands, *Harman* and *Brough*.

SOLICITORS: *Lees & Co.; Mills and Morley; Treasury Solicitor.*

Re Sir John Rees, deceased: Ritchie v. Rees. Mr. Justice Lawrence. 10th June.

In this case Mr. Justice P. O. LAWRENCE had to determine the construction of a will upon an originating summons taken out by the trustees of the late Sir JOHN DAVID REES, who died on 2nd June, 1922. The will was dated 25th August, 1904, and contained this very curious clause: "I direct that if and when ever any person (other than my said wife) entitled under this my will, in possession for his or her life or any less interest to the income of my residuary estate or any part thereof, shall profess or practise the Roman Catholic religion his or her right to receive such income shall cease," and he added: "It being my wish that my dearest son RICHARD and my dearest daughter ROSEMARY may be entirely removed during their education and bringing-up from all Roman Catholic influence whatsoever such as priests, schoolmasters, governesses, nurses, and the like of that persuasion."

The testator was baptized a Protestant, but he became a Roman Catholic shortly before his marriage with the defendant Lady REES in 1891. The defendant Sir RICHARD REES, the present baronet, was born on 4th April, 1900, and was taken to be baptized by the testator and his wife within the prescribed week of his birth under the regulations of the Roman Catholic Church in the private chapel of the Earl of Abingdon, Wytham Abbey. The defendant was the only son of the testator, and under his father's will he became entitled, on attaining twenty-five years of age, to the income from half of the residuary estate, which was of the value of £74,500. The question propounded was whether, on the true construction of the will, Sir RICHARD was entitled from the time of his attaining the age of twenty-five years to receive the above income.

Mr. Justice LAWRENCE, in his judgment, said that the will in the events which happened was the most extraordinary document that he had ever seen. The children were brought up after the date of the will to the knowledge of the testator as Roman Catholics notwithstanding that the testator had said in his will that they should be entirely removed from all Roman Catholic influences; the wording of the forfeiture clause was "shall profess," and the question simply was whether since attaining twenty-five years Sir RICHARD REES had professed or practised the Roman Catholic religion. There was his oath that since he had attained twenty-five years of age he had not professed or practised that religion. There was no evidence to contradict his sworn statement. Therefore he (his lordship) held as a fact that he had not practised or professed the Roman Catholic religion within the meaning of the forfeiture clause, and that the trustees ought to pay to him the income, subject to the conditions as to bankruptcy. There would be an order to pay it to him until he should practise or profess the Roman Catholic religion, but the trustees were not to be liable or responsible for paying the income to him after either such event unless and until they received express notice of such event.

COUNSEL: for the trustees, *Mr. Alan Ellis*; for the family of the testator, *Jenkins*, K.C., and *Dighton Pollock*; for the other interested parties, *Overton*.

SOLICITORS: *Bircham & Co.*

Rex v. Governor of Maidstone Prison, ex parte Maguire, Court of Appeal. 15th June.

In this case the Court of Appeal heard and determined a preliminary point that no appeal will lie "in a criminal cause or matter" from the High Court to the Court of Appeal, under the terms of the Judicature Act, 1873. MAGUIRE had been tried and sentenced at Belfast Assizes in 1923 to five years' penal servitude for being found in possession of explosives destined for an illegal purpose. He had been removed to England to serve his sentence. An application for a writ of *Habeas Corpus* had been made to the King's Bench Division on the ground that the removal of MAGUIRE to an English prison was illegal and *ultra vires* of the powers possessed by the Executive Authority of Northern Ireland, and that therefore his detention in Maidstone Gaol was unauthorized by law. The Divisional Court granted a *rule nisi*, but on the return of the rule the Attorney-General, showing cause, satisfied the Court that the rule ought to be discharged. On appeal, the preliminary point was taken that the matter was "criminal cause or matter," in which no appeal could lie. The determination of this point adversely to the appellant disposed of the appeal.

The Court consisted of ELDON, BANKES, SCRUTTON, and SARGANT, L.JJ.

COUNSEL: For the appellant, *Sir Henry Slesser*, K.C., and *Robson*; for the respondent, *Sir Douglas Hogg*, K.C. (Attorney-General), and *Giveen*.

SOLICITORS: *Mills, Lockyer, and Evill; The Treasury Solicitor.*

The Solicitors' Bookshelf.

"Mews' Digest of English Case Law." Second Edition. Edited by Sir ALEXANDER WOOD RENTON, K.C.M.G., K.C., late Chief Justice of Ceylon, and SYDNEY EDWARD WILLIAMS, Barrister-at-Law. Vol. 1.: Abandonment—Banker.

Sweet & Maxwell, Ltd.; Stevens & Sons, Ltd.; The Solicitors' Law Stationery Society, Ltd. 35s. net.

As we go to press we have received for review a volume of the new "Mews," the second edition of this famous work. We have not had time to test thoroughly the contents of this edition; but so far as we have been able to dip into its pages everything in this edition seems to reach the same high standard won by the first edition. That last edition appeared so long ago as 1898! There has been one re-issue with a supplemental volume; there have been quinquennial supplements during the last dozen years, and, of course, each year there is an annual supplement. But the practitioner consulting "Mews" has hitherto been compelled to peruse at least six or seven of these volumes and supplements to make sure that he has missed nothing. The present edition gives him every case on each subject, all collected into one place, and thereby all this tedious labour is saved. So it is indeed "a boon and a blessing" to the hard-pressed lawyer.

"MEWS DIGEST," of course, is the most indispensable law-book in existence. No advocate can argue in court without satisfying himself that he has not overlooked any important case; only by reading "Mews" can he satisfy himself on this point. Obsolete cases are wisely and judiciously omitted, but every living case is to be found here. A well-exercised discretion, thus eliminating unnecessary matter, has reduced the work to really portable compass.

Not the least merit of this edition, is the advantage it enjoys in possessing two such editors as Sir Alexander Wood-Renton, K.C.M.G., K.C., at once an experienced journalist, a judge and a practitioner, and Mr. S. E. Williams, whose literary gift of concise and elegant reporting is a rare and refreshing talent. Under their joint-control the reputation of "Mews" is certainly in safe keeping.

Studies in the Constitution of the Irish Free State. By J. G. SWIFT MACNEILL, M.A. The Talbot Press. 12s. 6d. net.

There is no living writer better qualified to expound the profundities of Constitutional Law than Dr. Swift MacNeill, and he has his foot on his native heath in more senses than one when he sets out to interpret that puzzling International anomaly, the Irish Free State. Is it a Protected State like Cuba, or a Dominion like Canada? A plausible case may be put up either way. Dr. MacNeill appears to consider that the Irish Free State possesses in its Treaty a charter giving it the status of an Independent Sovereign Power entitled to assert and maintain its position amongst the nations of the world. To this view the present review must respectfully enter a *caveat*. But there is no telling how British Constitutional Law will be interpreted in the not distant future, and therefore we prefer not to be dogmatic. There is a wealth of interesting and informative political lore scattered all throughout the author's fascinating pages.

Correspondence.

Query: *Re* Armorial Bearing.

Sir,—Can any of your readers enlighten me as to whether "A," whose case I here set out, is liable to take out a Licence? By gifts, or purchases, "A" has in his possession spoons and books with various crests thereon. He has also a medal "for services rendered during the war." I have informed the official that this latter article cannot be called an armorial bearing, but he declines to state in respect of what article a licence is required.

Armorial bearings are defined in the statute as "any armorial bearing, crest, or ensign, by whatever name the same shall be called," and I have pointed out to the official that the statute presupposes that such articles must be the *acknowledged* bearings of the *actual owner*, and not those of a stranger whose spoons, books, etc., he has by chance acquired.

Charmouth, W. B. ETCHES.
Dorset.
10th June.

[Perhaps some of our readers can suggest the solution of this interesting query.—ED., *S.J.*]

New Law of Property Acts.

Sir,—We notice on page 588 of your issue for the 30th May, 1925, under the heading "Curia Parliamenti," there is a note with reference to the above Acts giving the titles thereof, in each case of which the word "(Consolidation)" appears as part of the title.

We have before us the Acts which received the Royal Assent on 9th April, and in none of which does the word "(Consolidation)" appear as part of the title.

We have been in communication with our London agents, but they appear to be unable to inform us whether any Consolidation Acts have been passed since 9th April, and we shall be glad if you will inform us what the position is, because we have been unable to trace the passing of any Acts except the—

Law of Property Act, 1925;
Settled Land Act, 1925;
Trustee Act, 1925;
Administration of Estates Act, 1925;
Land Charges Act, 1925;
Land Registration Act, 1925;
Universities and College Estates Act, 1925;

all of which received the Royal Assent under those titles on the 9th April, 1925.

If these are the Acts which are referred to in the paragraph in your Journal, we think it would appear necessary to add to the list of Law of Property Act, 1922 (parts thereof) and the Law of Property (Amendment) Act, 1924 (parts thereof).

If Consolidation Acts have been passed it will certainly present the law in a more convenient form so far at any rate as the Law of Property Acts are concerned, as, instead of referring to three Acts, it will only be necessary to refer to the one Consolidation Act.

BRAMWELL, CLAYTON & CLAYTON.
Maritime Buildings,
King-street, Newcastle-on-Tyne.
11th June.

[The statutes in question are those to which reference was made in "Curia Parliamenti." They were followed by the insertion of the word "Consolidation" in brackets for two reasons: first, to indicate their character of "Consolidation Acts," and, secondly, to indicate their identity with the "Consolidation Bills" so frequently discussed in THE SOLICITORS' JOURNAL. They are essentially "consolidating Acts," for they consolidate the main portions of the Acts of 1922 and 1924 with a long series of previous statutes. It is quite true that parts of the Acts of 1922 and 1924 remain outside this consolidation scheme and will continue unrepealed after 1st January, 1926, when the rest of those Acts suffer repeal. This is a very inconvenient arrangement, as has been pointed out in "A Conveyancer's Diary," because the next Statute Law Revision Act will remove the repealed parts of the Acts from the statute-book; but, probably, before then another consolidation will have taken place. The reason for this awkward arrangement in the general scheme, no doubt, is the fact that the parts unrepealed (dealing chiefly with Copyholds, etc.) consist largely of transitional provisions which will cease to be effective after about fifteen years.—ED., *S.J.*]

Law Societies.

To Secretaries—Reports of meetings, lectures, etc., to ensure insertion in the current number, should reach the office *not later* than 4 p.m. Wednesday.

The Law Society.

PRESIDENT AND VICE-PRESIDENT FOR 1925-1926.

At a recent meeting of the Council Mr. Herbert Gibson was nominated as President and Mr. A. H. Coley (Birmingham) as Vice-President for the coming year.

LAND TRANSFER RULE COMMITTEE.

Mr. G. S. Pott was appointed as the Society's representative on the Land Transfer Rule Committee, in place of the late Sir Walter Trower.

RESEALING PROBATES.

A letter was read and laid on the table from the Lord Chancellor's Secretary, explaining the omission of the clause, which had been included in the Administration of Justice Bill, intended to abolish the necessity for resealing probates and letters of administration in England and Scotland, the explanation being that it is possible in Scotland for grants in respect to one and the same estate to be made at the same time to different persons, and that, if resealing be abolished, it might be possible for grants in respect of the same estate to be made separately in England and Scotland.

LEGAL EDUCATION.

Arising out of an inquiry as to the interpretation of No. 1 of the Council's regulations made under the Solicitors Act, 1922, s. 2, which states that, "while it is desirable that the attendance at a provided or approved law school should be in consecutive terms, the Society has power under the Act to permit of such intervals as it may think reasonable," the Legal Education Committee has resolved that there would be no objection to a break of not more than three terms (one year) being allowed in the case of a student taking part of his compulsory attendance in the intermediate course, and part in the final course, but that, unless special reasons are put forward, a longer break in the consecutive attendance should not be sanctioned.

THE NEW LAW OF PROPERTY ACTS.

We are informed by Mr. E. R. Cook, the Secretary of The Law Society, that Sir Benjamin Cherry has expressed his willingness to deliver a series of lectures on the new Law of Property Acts at The Law Society's Hall, Chancery-lane, on the 4th, 11th, 18th and 25th November, and the 2nd and 9th December, 1925, at 5 p.m. (with a discussion after each lecture), as follows, viz.:—

LECTURE No. 1.

The Enfranchisement of Copyholds, the Extinguishment of Manorial Incidents and the Conversion of Perpetually Renewable Leaseholds and Leases for lives into long terms, as dealt with by—

(*a*) Law of Property Act, 1922, Part V, and 12th Sched., as amended by the Law of Property (Amendment) Act, 1924.

(*b*) Law of Property Act, 1922, Part VI, 13th and 14th Scheds., as amended by the Law of Property (Amendment) Act, 1924.

(*c*) Law of Property Act, 1922, 15th Sched., as amended by the Law of Property (Amendment) Act, 1924.

(*d*) The vesting provisions so far as they relate to enfranchised land, and perpetually renewable leaseholds, and leases for lives, see Law of Property Act, 1925, s. 149 (6); 1st Sched., Parts II to VIII; see also s. 202; Settled Land Act, 1925, 2nd Sched.

(*e*) The title to and conveyance, &c., of enfranchised land and leaseholds renewable or held for lives.

LECTURE No. 2.

General principles as to legal estate, equitable interests and powers, and the transitional and vesting provisions—

(*a*) Law of Property Act, 1925, Part I (except ss. 2 and 3), and 1st Sched.

(*b*) Settled Land Act, 1925, ss. 36, 37, 2nd Sched.

LECTURE No. 3.

The over-reaching powers in favour of purchasers under the new Acts, the making of title and the preparation of abstracts.

(*a*) Law of Property Act, 1925, ss. 2, 9, 10, 11, 17, 27, 28, 42 to 45, 49 (2), 50, 88-90, 92, 94-97, 101, 113, 116, 195, 203-4; 6th Sched.

(*b*) Land Charges Act, 1925, ss. 3, 5, 7, 9, 13, 14, 22.

(*c*) Settled Land Act, 1925, ss. 13, 18, 19-33, 72, 108-10.

(*d*) Administration of Estates Act, 1925, ss. 36, 39, 41.

(*e*) Trustee Act, 1925, ss. 12, 14, 17.

LECTURE No. 4.

The preparation, &c., of deeds and other documents—

(*a*) Law of Property Act, 1925, ss. 15, 19, 20-22, 23-33, 34-38, 48, 51-75, 76-84, Part III, Part IV to Part XI, 2nd, 3rd, 4th and 5th Scheds.

(*b*) Settled Land Act, 1925, ss. 4-11, 15, 17, Part II, ss. 104-5, 111, 1st Sched.

(*c*) Trustee Act, 1925, ss. 7, 10, 12 (2), 16, 7, 18, 20, 21, 22, 23, 24, 25, 31-33, 34-36, 64.

(*d*) Administration of Estates Act, 1925, ss. 36, 41, 42.

LECTURE No. 5.

The enforcement and protection of equitable interests and powers—

(*a*) Law of Property Act, 1925, ss. 2, 3, 13, 26 (3), 27, 43, 97, 103, 110, 137-8, 146-7, 197-8.

(*b*) Settled Land Act, 1925, ss. 13, 16, 18, 24, 72, 94-5, 101, 111.

(*c*) Land Charges Act, 1925, ss. 2, 4, 6, 8, 10, 15, 21.

(*d*) Trustee Act, 1925, ss. 14, 21-22.

(*e*) Administration of Estates Act, 1925, ss. 10, 12, 20, 38, 43.

LECTURE No. 6.

Powers of the court, improvements, indemnities to trustees, &c., administration, intestacies, miscellaneous matters—

(*a*) Law of Property Act, 1925, ss. 3 (5), 9, 30, 38 (2), 49, 66 (2), 84, 89 (1) (*a*), 90-92, 110, 146-7, 152, 171, 181, 182, 183, 188, 195, 203, 204; 1st Sched., Part III, para. 3 (iii), Part IV, para. 1 (4) (iv), (10), (11), Part V, paras. 2 and 3.

(*b*) Settled Land Act, 1925, ss. 12, 16 (6), (7), 24, 34-35, 65, 67, 73 (1) (xiv), 83-89, 93, 96-99, 102, 2nd Sched., para. 1 (3), para. 3 (1) (iv), 3rd Sched.

(*c*) Trustee Act, 1925, ss. 8-10, 26-30, Part IV.

(*d*) Land Charges Act, 1925, ss. 2 (6), 6 (5), 10 (8).

(*e*) Administration of Estates Act, 1925, ss. 10, 23, 53, Parts III and IV, 1st Sched.

Only members of the Society can be admitted to the lectures and to them admission will be free.

The Secretary asks us to add that it would be esteemed a favour if those attending the lectures would before each lecture peruse the sections and schedules in the different Acts intended to be dealt with. If this is done the discussion after each lecture should elucidate points of practice on which members may entertain doubts.

Inns of Court Lectures.

During the present educational term at the Inns of Court the Readers and Assistant Readers of the Council of Legal Education will lecture on the subjects of the Bar Examination. The lectures will be delivered in the lecture rooms at the Inner Temple, beginning 11th inst. Prospectuses may be obtained from the secretary to the Council of Legal Education, 15, Old-square, Lincoln's Inn, W.C.2.

The Medico-Legal Society.

The annual general meeting will be held at the Royal Society of Medicine, 1, Wimpole Street, W.1, on Tuesday the 23rd inst., at 8-30 p.m., for the purpose of the election of officers and council for session 1925-26.

The following nominations have been made by the Council in accordance with the rules of the Society to fill vacancies which have arisen:—

President: The Right Hon. Lord Justice Atkin; Hon. Treasurer: Sir Walter Schroder; Hon. Editors of Transactions: Dr. Gerald Slot and Mr. Everard Dickson; Hon. Auditors: Mr. G. O. Gardiner and Dr. James Maughan; Members of Council:

The following gentlemen retire by seniority under Rule 7; Mr. Danford Thomas, Mr. H. B. Wells and Dr. H. Beckett-Overy.

The following nomination has been made:—Dr. A. Douglas Cowburn.

Hon. Secretaries; Mr. Ernest Goddard and Sir B. H. Spilsbury.

The annual reports of the Hon. Secretaries and the Hon. Treasurer will be submitted and considered.

An ordinary meeting of the Society will follow immediately after the conclusion of the annual general meeting, and will take the form of a discussion to consider the suggestions of a committee appointed by the Council to consider the advisability of having a Medico-Legal Institute in London. A summary of the suggestions of this committee has been circulated.

It is hoped that there will be a large representative meeting of the Society, and we understand that invitations to take part in the discussion will be extended to the Home Office, the London County Council, the Ministries of Health and Education and other representative bodies. Members may introduce guests on production of the member's private card.

Solicitors' Managing Clerks' Association.

"Points on Wills."

The Hon. Mr. Justice Eve presided at a meeting of the Solicitors' Managing Clerks' Association, in the Old Hall, Lincoln's Inn, recently, when Mr. W. Cleveland-Stephens delivered an interesting lecture, entitled "Some Points on Wills."

Mr. Cleveland-Stevens said:—Of the various points which you consider from day to day in connection with wills, some deal with rules of construction, others deal with rules of law, others deal with rules of administration. The rule of construction as you all know, can be reduced to a very simple form which is this, that certain words or expressions which may mean X or Y, shall *primâ facie* be taken to mean X, and such a rule always yields, of course, to an expression to the contrary, which is expressed in the will. As you remember, there are only a few special cases in which evidence of intention is admissible. Any evidence is admissible which in its nature and effect simply explains what the testator has written, but no evidence is ever admissible which in its nature and effect is applicable for the sole purpose of explaining what the testator intended. That is laid down very neatly in a judgment of Lord Justice Farwell, in the Case of *Re Ofner*, 1909, 1 Ch., p. 67. On the other hand, a rule of law has nothing to do with the expressed intention; in fact, it will always operate to defeat the expressed intention. Take, for example, a rule such as the rule in *Shelley's Case*, or the rule of perpetuity. The third class is the class of rules of administration and rules of administration, of course, lay down what is to be done in the absence of a contrary intention, in fact, of any intention, expressed in the will. Take the ordinary case when an estate is not sufficient to pay the debts and legacies in full. Something has to go and rules of administration deal with the way in which the legacies have to go, that is to say, how the money which would have gone in the legacies is to be applied in payment of the debts. Remember that parol evidence of a contrary intention is not admissible to rebut a rule of administration.

An Ordinary Family Will.

I do not know what is the best way of dealing with the subject, but it occurred to me that the best thing would be to take an ordinary family will, a will in which a certain number of legacies are given and any realty that there may be is given on trust for sale, and the proceeds of the realty and the personalty (because we'll assume a trust for conversion) are given to the widow for life, and then to children or remoter issue in equal shares, or in some particular way. We'll start from the beginning. The commencement of a will ought not to cause very much trouble or offer much subject for comment. I think there are only two points that I should like to mention. First of all, do not imagine that you are revoking previous wills by saying "This is my last will," or even "This is my last and only will." If you have any doubt about that, look at the case of *Simpson* v. *Fozen*, 1907, Probate, p. 54. In that case a testator made a will by which he gave all his property to his daughter, and appointed his daughter his sole executrix. One day he was walking down Chancery-lane, and saw one of those attractive things which you buy for a shilling or so, and he nipped into the shop, bought one of those wills, and took it home. This said: "This is my last and only will." It did not revoke previous wills, and he put in one or two things, the principal thing of which was a disposition of some stocks and shares and appointed other persons executors. After that he made a codicil, which he expressed as being a codicil to his last will without saying what his last will was. It was held by the President, Lord Gorell, that all three documents had to be admitted to probate.

The next point, and it is a trivial point, is put the date in at the start and do not put it in at the end. There is nothing I know of which is so inconvenient as having the date of the will at the end, particularly if you have a number of codicils following it. You take the thing into court, and if you follow the advice which I think your President, Mr. Fowler, gave on one occasion, you would have the notes on top. The notes are not always on top, it may be somebody has taken your notes, or you havn't made any and you are suddenly asked the date of the will. You see the will and the date, and you say the 5th of June, and immediately there is a murmur among the counsel around and they tell you that is not the date, there is another date. So put the date at the start. By the way, the new Act does not alter the form of wills, so that the form will be what it is at the present time.

There is one point on that, and that is that hitherto a will is revoked by subsequent marriage, but under the new legislation a will made in contemplation of marriage will be a good one. That of course will be a very convenient thing, because it means that instead of the unfortunate bridegroom having to lose his train by waiting to sign his last will he can make his will in advance. Probably he feels more like making his will in advance before the marriage than after.

Another thing is it is as well to confirm any settlements which you have made. The object is not to give the settlements in a sense any greater validity, but merely to exclude the presumption of satisfaction of any obligations undertaken in such settlements, to which obligations the testator still remains liable. There is a further reason for it, and that is to exclude the possible application of the doctrine of election.

Appointment of Executors and Administrators.

The third thing is the appointment of executors and trustees. You frequently find a very long definition clause. That is not necessary. Define these prople at the start, or somewhere, as trustees, and declare that the expression is to include them and the survivor of them. Then I think you will find that s. 8 of the Conveyancing Act of 1911 will do all that is wanted, because that enables the personal representatives of the survivor to exercise until the appointment of new trustees all the powers which were given to or were capable of being exercised by the survivor of the trustees originally appointed.

Sometimes one is asked whether you can renounce an executorship without disclaiming the trusts. Of course you can. You can renounce the executorship without disclaiming the trusts or *vice versa*, unless the trusts and the administration are so inextricably mixed up that it is impossible to disclaim or renounce one without renouncing or disclaiming the other. No doubt you often have to consider whether the Public Trustee should be appointed, but this is a matter which had better be left to you.

Another point which occurs is the question of the appointment of guardians for infant children. Under the Guardianship of Infants Act of 1886 the mother, if she is the survivor, will be the guardian with any guardians appointed by the father, and you will remember that the mother may provisionally nominate a guardian or guardians to act with the father. But, inasmuch as the court will not confirm that nomination unless it is satisfied that the father is unfit to be the sole guardian, I suggest that in any wills which you make which contain this provision you advise your client not to communicate the contents to her husband.

Can a father delegate the power of appointing guardians after his death? The answer is yes. I do not know whether authority is necessary for it, but there is a case of *Re Goods of Parnell* in 2 Probate and Matrimonial Causes. You no doubt realise that this power is exercisable because you will remember a very common form of appointment assumes it to be correct, inasmuch as it appoints the trustees for the time being to be the guardians.

Legacies in Wills.

The next thing you commonly come to is the legacies. The question sometimes arises who is to pay for the upkeep of a specific gift between the date of the death and the date of the assent. The answer to that was given by Mr. Justice Eve in the case of *Re Pearce*, 1909, 1 Ch., p. 819. At that time I was devilling for a man whom some of you may remember, Christopher James. I went to court and listened to the arguments in this case, and, as far as my recollection goes, among the specific legacies was a legacy of a yacht. It was a big yacht and it was quite obvious that it would require two or three people to take care of it even while it was laid up. I think that in the course of the argument of counsel for the specific legatee the question of its being at all serious was rather pooh-poohed, and the learned judge said, "After all, Mr. So-and-so, somebody has to look after the yacht, what do you suggest?" The counsel said, "I should put a policeman on board, my Lord." That is a counsel of perfection which cannot always be followed. At any rate the answer to the main question is that the cost falls upon the specific legatee.

One point that you should bear in mind when you are dealing with gifts of, say, furniture by reference to some particular house is what is going to happen if the testator has abandoned that house before his death. There are two well-known cases on this point. One is a case of *Re Johnston*, reported in 26 Ch. D. Then there is a more recent case of *Re Zouche*, reported in 1919, 2 Ch. The first case is a case in which the testator had given the plate in his house—I think it was in Belgrave Square. After he made this bequest the plate was removed temporarily for safe custody to the bank, and it was held that, notwithstanding that the gift was the gift of his plate in the house in Belgrave Square and at the date of his death the plate was not there, yet, as it was away from the house for merely temporary purposes, that the plate passed. On the other hand, in the case of Zouche, there was a gift of plate, I think at Parham House. What happened there was that after the date of the will the house was let and the plate was sent for safer custody than that of the lessee to the bank, and after the furnished tenancy came to an end

the plate remained at the bank until the date of testator's death. It was held that the plate in that instance did not pass.

Another point which you have to consider is the question of making provision for estate duty or any duties in the case of settled legacies. What you have to consider when your testator tells you that he wants these legacies to be paid free of duty is whether they are to be paid free of the duty which arises immediately upon his death, or whether he means to make provision out of his estate generally for all the duties on those settled legacies which will become payable by reason of the dispositions made by his will. There have been a good many cases on this point. There is this comfort about it, that every case must be decided on its own merits. That means you can have more summonses on this point than if there were a hard-and-fast rule. I think the way in which I have put it is rather the way in which it was put in the case of *Re Wedgwood*, reported in 1921, 1 Ch.; it is a Court of Appeal case. It is obviously a question of very considerable importance, because, whereas the duty which will become payable in respect of this legacy on the death of the testator may be quite a small amount, yet when you have to consider the duty which becomes payable on the death of the tenant for life of the legacy it may be a very large sum, because there will be a question of aggregation, and quite likely the rate of duty will have gone up in the meantime. It means, if the trustees have to take that future duty into account it may mean the holding up of quite a considerable part of the estate.

Another point that you sometimes have to consider is the question of legacies to charities. Remember that a gift to charity may be a gift for relief of poverty, or the advancement of learning, of education, or the advancement of religion, or any other purpose beneficial to the community. The last of those four heads is the comforting one; it reminds one of the old rather dog Latin verses about the excuses for a drink. I think it was a bishop who wrote them:—

> "Si bene quid memini, causæ sunt quinque vivendi"—there are five good reasons for a drink—"Hospitis adventus, præsens sitis atque futura, Aut vini bonitas, aut qualibet altera causa"—that is to say, the arrival of the guest, a thirst you are already experiencing, or hope to experience shortly, the excellence of the wine or any other good reason.

Residuary Gifts.

Having disposed of our legacies we come next as a rule to the residuary gift. Remember that a gift of residue in any ordinary form will operate as an exercise of a general power of appointment—of all the general powers of appointment, if you have more than one. But you must be much more careful when dealing with the exercise of special powers of appointment. In the case of special powers be careful to refer expressly to the power. But so wide is the operation of a residuary gift that a residuary gift in a will dated to-day may very well operate to exercise a general power of appointment which the testator does not get till next year. I do not think you will want any authority for that proposition, but there is a House of Lords case.

I do not propose to go through the ordinary provisions of a residuary gift with you, that is to say, the trust for sale and power to postpone and various provisions of that sort, provisions as to the income of the property until conversion and the provision which usually accompanies, at any rate should accompany, a provision that until sale the income of the unconverted property is to be paid to the tenant for life, and the corresponding provision, that is that reversionary property is not to be treated as producing income; in other words, the widow or whoever it is must take the rough with the smooth. Having got your property converted you have your direction for payment of debts. There is a very inconvenient rule called the rule in *Allhusen and Whittell*, 4 Eq.; the effect of that rule stated roughly is that you are not to pay the testator's debts out of the income of the estate for the first year—not entirely—nor are you to pay it entirely out of the capital of the property, but you are to take such a slice of the capital as with the income of that slice for the first year would amount to the sum required for the payment of the debts. That is an inconvenient rule, and may be hard on the widow if she is the person who takes the income for life. Therefore cut out that rule and direct that the debts are to be paid entirely out of capital. You will find a form in "Key and Elphinstone," which deals with that.

The Executor's Account.

A question which you are frequently asked is, how long, when you are making up the accounts and so on, you ought to allow for the closing of the testator's house; in other words, how long is his estate to remain liable for the rates and rent and upkeep of the servants, and that sort of thing. There was a case before Lord Romilly (29 Beaven: *Field and Peckett*), in which he held, in the circumstances of that case, that two months was not too long a period; it was a big estate, it is true. I think the sum which was allowed for those expenses was over £400 Then you will give the residue to the widow for life, then to the children in equal shares in whatever way you are directed (subject to what I will say in a minute) by the testator. Assuming the gift is given to the children as a class, that is not to children by name, but just to the children, that obviously is a gift which is capable of increase or diminution, because children may die or other children may be born. Obviously those children who are living at the death of the testator are the only children who will take, subject to this; I'm thinking there of the case of the testator's own children, but it may be that the gift is not given to the testator's children, but to the children of someone else, and there you may have the question arising who are to take. The rule is when the gift is in the form I put it in that it will vest at once in the children living at the testator's death, but will remain open to let in any children born between the date of the testator's death and the date of the period of distribution, which, in the case we are putting, is the death of the tenant for life. Supposing that the gift is to A for life, and then to a class—A's children, if you like, or such of them as shall be living at the death of A. If you look in Jarman you will find there is a case of *Hobgen and Neale*, reported in 11 Equity. In that case it was held that in a case of a gift of this sort any issue who are born after the death of the testator and before the death of the tenant for life will not take. That case is referred to in Theobald, and he says that it has been overruled by two cases, one a case of *Sibley's Trusts*, 5 Ch. Div., another the case of *Jones' Trusts*, which is in 47 Law Journal Chancery. The week before last there was a case before Mr. Justice Romer in which he refused to have anything to do with this case of *Hobgen and Neale*, and held that the rule is as stated in Theobald, that issue born after the death of the testator and before the death of the tenant for life, are entitled to come in. There is a question sometimes as to the word "issue," and that has probably given rise to more originating summonses than most words. The ordinary rule is that "issue" means descendants of all degrees, and a gift to the issue of A without more creates a joint tenancy. If the gift is to the issue as tenants in common, they take *per capita*, and where they take *per capita* you will find that grandchildren can compete with their parents, but where the gift is a gift *per stirpes* then children never take concurrently with their parents. Many of you know that the word "issue" is frequently restricted by some reference to the parent, as for example, issue taking their parent's share; though there again, you must be on your watch that it is their parent's share, and the expression is not used distributively as a parent's share. If you find "a parent's share" it may be a great grandchild is not to compete with a grandchild and a grandchild is not to compete with a child.

Next-of-Kin.

There is one other thing and that is, be careful with the use of the expression "next-of-kin." "Next-of-kin," by itself, means the nearest of blood, with the result that the father and the mother and the children will all take together. You will find that in *Withy and Mangles*, 10 Cl. & F. 215. Unless you want that to happen be very careful that you refer to the next-of-kin according to the statutes.

There is only one other thing I should like to say, and that is, where you can, make your wills as simple as possible, and in all cases go to the precedents and follow the precedents. You may be able to improve on Key and Elphinstone or Prideaux, but it is a mistake because the expressions and clauses you find there have a well-recognised meaning, and as soon as you find people departing from them you become suspicious and wonder what they are trying to get at. That is a very important thing to bear in mind.

Another point which I feel I am justified in urging upon you, because your body contains a large number of the potential leaders of the solicitor's profession, and it is this: it is for you to instruct your clients, and when you have your clients coming to you with suggestions for absurd wills, I venture to think you ought, as far as you can, to turn those suggestions down. Not so long ago I had a case in which a very rich Italian ice cream merchant wanted to entail his ice cream barrows. This feudal spirit was no doubt worthy of high commendation, but, assuming that he would not be persuaded to substitute a prosaic trust for sale, you will probably agree that with our changeable climate it would be prudent to add a power of sale, with a view to the liquidation of the assets. But be that as it may, I think it would almost have been better if my client had not sent me those instructions, but had reasoned with his client before he wrote his instructions.

As I said before, let your wills be simple. There was a well-known conveyancer of this Inn who, when instructions for a complicated will were put before him, used to write:

"This cannot be done; the property must be left to the widow for life, and then to the children in equal shares."

THE CHAIRMAN'S REMARKS.

Mr. GILLHAM: My Lord, ladies and gentlemen, I have very great pleasure in proposing a vote of thanks to his Lordship for presiding over us this evening, to Mr. Cleveland-Stevens for his very able and interesting lecture, and also to the Benchers of Lincoln's Inn for the loan of this hall. Mr. Cleveland-Stevens twice to-night has rather smacked his lips at originating summonses; he thought estate duty was a nice subject for summonses. Really, I think the way to get summonses, if you want to get them, is not to trouble about making very good wills for your clients, and not to do as a certain professional client of ours does in the country, that is, he volunteers to make his clients' wills for nothing, he makes excellent, beautiful wills, and the consequence is he never gets summonses. If he would but tell his clients to buy a sixpenny law stationer's form or to go to the local parson or schoolmaster, he could get a great number of summonses. Mr. Cleveland-Stevens referred to one thing that the Law of Property Act is going to do. It is going to do a great number of things, but there is one thing it is not going to do, that is to do away with the rule in *Allhusen and Whittell*. It is a rule that everybody dislikes and most people try to dodge. How far it is given effect to in solicitors' offices in the present day is doubtful.

Mr. HAMMOND: I have very great pleasure in seconding our President's vote of thanks.

Mr. Justice EVE, in responding, said it was really a pleasure to see so many familiar faces before him. He could look back on over forty-five years of active service in the Profession, and the longer he served the more he became attached to it. When he first joined up, the Profession was busy accommodating itself to the very important changes brought about more particularly in practice and procedure by the Judicature Acts, and it looked as though before the time arrived when he should have to send in his papers that the Profession would be busy again assimilating the new law embodied in the bundle of statutes which it was anticipated would come into operation early next year. He thought that opinions might reasonably differ as to whether the ultimate result of the innovations would achieve all that those who have promoted them and reduced them into form anticipated; in fact, he had some doubts whether they would afford a sufficient return for the energy expended in uprooting and the labour involved in unlearning a system which through good repute and ill had satisfactorily held its way for many centuries. Certain it was that there was no room for difference of opinion upon this, that the changes would involve for a period so long as to be almost indefinite an increased resort to legal practitioners and he hoped a corresponding increase in the total of their emoluments. In these circumstances they could regard the impending revolution with a great deal of resignation, if not with an acquisitive expectancy. In conclusion, he expressed his regret that their petition for a Charter had not been successful. He hoped for better luck next time.

The Grotius Society.

TERCENTENARY OF *DE JURE BELLI AC PACIS*.

In celebration by the Society of the tercentenary of the publication of *De Jure Belli ac Pacis*, by Hugo Grotius, a banquet was given in Gray's Inn Hall on Monday, the 8th inst., the President of the Society (Lord Blanesburgh) taking the chair. The distinguished guests included Lord Mersey, Lord Phillimore, Lord Merrivale, The Master of the Rolls, Lord Justice Atkin, Mr. Justice Greer, Mr. Justice Wright, Chief Justice Sir J. Rose-Innes, Sir Maurice de Bunsen, Judge Algot Bagge, Mr. H. F. Manisty, K.C., Sir Alfred Hopkinson, K.C. (Vice-President), Mr. J. A. Barratt, K.C., Sir A. Wood Renton, K.C.M.G., K.C. (Treasurer, Gray's Inn), Sir Malcolm McIlwraith, K.C., The Right Hon. Sir Herbert Nield, P.C., K.C., Mr. R. Vaughan Williams, K.C., His Honour Judge Ivor Bowen, K.C., Master Self, Sir Syed A. Ameer-Ali, Professor J. E. G. de Montmorency, Dr. E. Leslie Burgin, Dr. W. R. Bisschop, Mr. R. S. Fraser, Mr. A. D. McNair, C.B.E., Mr. S. D. Cole, Mr. H. D. Hazeltine, Dr. J. C. Loder, The Netherlands Minister (Dr. R. De M. van Swinderen), The Austrian Minister (Baron George Franckenstein), The Swiss Minister (Mr. C. R. Paravicini), The Swedish Minister (Baron E. K. Palmstierna), The Argentine Minister (Señor Don Everista Wiburu), The Polish Minister (M. Constanty Skirmunt), The Chargé d'Affaires (Czech-Slovakia), Maitre Gaston de Leval, Maitre F. Allemès, Messrs. H. S. Q. Henriques, K.C. (Hon. Treasurer), and Hugh D. Bellot, D.C.L. (Hon. Secretary).

The President mentioned that letters of regret at inability to be present had been received from the Lord Chancellor and Sir Frederick Pollock (two very old members of the society), the Lord Chief Justice and Lord Parmoor—all examples of a number of letters that had been received.

THE TOAST OF HUGO GROTIUS.

He then proposed the toast of "Hugo Grotius," whom he referred to as the Patron Saint of the Society, the publication of whose great work 300 years ago was the occasion of that gathering. "Hugo Grotius" must have been an amazing prodigy. He would recall to their recollection some of the outstanding features in the life of Grotius, and would speak of one or two of the principles which overlay his great work, *De Jure Belli ac Pacis*, the tercentenary of the publication of which they were celebrating that night. At the age of nine he was the author of Latin verses which were still famous. He became a university student at the age of twelve, whilst at the age of fifteen he produced an edition of "Martianus Capella," whose prophesies some of them would remember, and in that book he included all the knowledge which was then possessed by the educated world of the day. At the same age he was included as a member of a special embassy from Holland to the French Court, and when he was about seventeen years of age he became a Director of Law at the University of Leyden. As a poet, he was the author of a work which was the forerunner of Milton's "Paradise Lost." In truth, before he was twenty, he was a jurist, a scholar, a theologian, a politician, and in each of these different realms of activity he excelled. True it was to say of him, *Nihil tetigit quod non ornavit*. Causabon, who, although he was an old man, when he first met Grotius on his visit to England, in 1613, said of him that he was the greatest man he had ever met, and he wrote of him at the same time a letter, which has been the subject of constant quotation ever since: "I cannot say how happy I esteem myself of having seen so much of one so truly great as Grotius. Of the rare excellence of that divine genius no one can sufficiently feel who does not see his face and hear him speak. Probity is stamped on his features, his conversation savours of true poetry and profound learning. It is not only upon one that he has made this impression; the pious and learned men to whom he has been introduced felt the same towards him; the King especially so."

GROTIUS AS AN AMBASSADOR.

The King in question was James the Sixth of Scotland and James the First of England, "the wisest fool in Christendom," and they would appreciate the merits of that commendation. Grotius was not, it was true, without his detractors, but their criticisms were really concerned with the smaller things. He was perhaps considered by some exclusive and even a trifle haughty. He was partial to association with the great because they were great, although they were dull. He was perhaps, in the slang of to-day, what would be called a climber. But what was to be wondered at, in looking at the matter 300 years later, was that a man of his amazing depth and infinite charm should ever have been called upon to exert himself in that direction. Holland was justly proud of Grotius as one of the greatest of her sons: those present were indeed glad to think that there were at that gathering not only the Minister of the Netherlands, but Dr. Loder, whom we regard in England as the greatest jurist in Holland. But while to Holland was due the credit of having produced Grotius, and also while she might claim credit for most, or a great deal of his work in those other spheres, with much of which they in that Society were not specially associated, the particular claims that Holland might make with reference to the work, the publication of which they were celebrating, was of a distinctly negative character. She was entitled to say that if it had not been for the somewhat imperfect supervision exercised by her warders in Lorestein Prison, the work in question would probably never have been written. But more than that, in relation to this particular work, Holland was not perhaps entitled to claim a great deal. What had happened in the position of Grotius at that time was that he, having expressed certain theological views which were not at the moment popular with the ruling authorities, had found himself in conflict with the civil powers, and he had been tried and sentenced to imprisonment for life. But owing to the resource of his wife, a lady to whom apparently all historians united in paying the utmost homage, Grotius was smuggled out of prison in a book box, and he found himself, after considerable adventure, in France, and it was in France as an exile that he found the opportunity of writing that great book. Immersed as Grotius was at the time of his imprisonment in the controversies of his own country, political and ecclesiastical, it might be doubted whether Grotius would ever have found either the leisure or the repose of soul in which to compose this great spiritual classic. To France, which offered him shelter, and to Sweden, who at a later date after Grotius had written his book, appointed him to be her ambassador at the French

Court, credit for the course of Grotius's later life was mainly due. Dr. Bellot had been able to induce the Minister of Sweden to be present in order that he, on behalf of his country, might receive their real gratitude for the services which were rendered to Grotius in the time of his need. Of the work itself he could only say that Grotius's purpose was to expound the principles of a law common to all mankind and binding both upon men and states in their relation to each other, a law the rules of which were superior to the desires of any single state, and which in their appropriate place were operative both during peace and during war. Grotius found, or thought he found, these principles in the concurrent testimony of the classics and of scripture; he invoked the principles which he believed had found the authority of ten centuries.

The Jus Gentium.

It was not perhaps always quite clear whether that which they might call the *jus gentium*, whether in his view those principles which were based upon the *lex naturæ* were the rudiments out of which the *jus gentium* or the *jus inter gentes* was to be declared, or whether they were the lofty ideal of which the *jus gentium* was the appropriate explanation. But Grotius left no room for doubt as to the great principles in accordance with which all state relations should be governed. His whole work was pervaded by an insistence on good faith as between men and as between states in every relation of life, and of an earnest love of peace. Of his Dutch admirers one of them had said that "He shaped from a rough and formless mass an elegant science: just as a great sculptor forms a Venus from the rude block of marble." And this, he thought, was an answer to those critics who would deny to Grotius any claim to originality by reason of the multiplicity of authorities to which he himself referred in support of those conclusions. But by a process of selection and of classification amounting to genius Grotius had evolved order out of what to his contemporaries and his forerunners had been chaos. He employed as the foundations of that structure "the best that had been said and thought and known in the world." And the purpose of the system which he based upon that was, in the words of the poet to make reason prevail everywhere. It had been affirmed that that work, which was perhaps the most complete that the world had at so early a stage in the progress of science, was owing to the genius and learning of one man. No other book not claiming to be inspired has had such influence for good. In the lifetime of Grotius, editions of it were published with notes *variorum* a distinction which had hitherto invariably been reserved for the ancient classics. And the book was placed upon the Index, and there it remained until 1900. During the eighteenth and nineteenth centuries it suffered decline, if not extinction. The idea of supremacy then current was not in accord with its spirit. It was most severely, almost with contempt, belittled by many writers of the school in England of first-class eminence, but it was restored to its proper place by Holland, in that very careful analysis which he made of its contents for the benefit of its critics, who, he stated quite plainly, had, obviously, never read the book. And as the ideas of international arbitration made way, and the period of the Hague conferences came upon the horizon, this great work of Grotius was re-installed in its order in the development of that which we call International Law. It must be admitted that many of its rules suffered eclipse in the war without any immediately injurious consequences to those who ignored them. And there were many who, at the conclusion of the war, believed that those rules were gone, never again to be revived. But that was a mistake. What had happened was exactly that which had been foretold and foreseen by many competent observers for years and years before the great war.

The Successors of Grotius.

He would take, as one great example only, the late Mr. W. E. Hall: "Probably in the next great war the questions which have accumulated during the last half-century and more will all be given their answers at once. Much envy and greed will be at work, but above all and at the bottom of all there will be a hard sense of honesty. Whole nations will be in the field fighting for national existence, men will be tempted to do anything which will lead to a decisive issue. Conduct in the war will be hard, it is very doubtful if it will be scrupulous." But there could be very little doubt that if the next war was unscrupulously waged, it would be followed by an increased stringency of the law. In a community as in an individual, passionate excess is followed by a reaction of lassitude, and to some extent, of conscience. It was a somewhat disheartening reflection that Mr. Hall spoke as long ago as 1889, that he should not have been correct in his forecast with reference to a war that did not break out till 1914. But while he was right in that part of his prophecy, we were entitled to believe and did believe, that he was right also as to the reaction of the peace which would follow. We lived in a disillusioned world. We had passed through the greatest war in history.

Its effects had been portentous and the consequences had been equally portentous to those who had won and to those who had failed, and they had been disastrous to the neutrals who had taken no part in it. A shattered world was to-day struggling back to the light, every country doing so within its own borders slowly, very slowly, but he hoped very surely. Countries were struggling in their relations with each other to find the foundations of a permanent settlement. Such another war as that through which we had passed was impossible, for it would mean the end of civilisation as we knew it. What then was the cure for this? There had been very remarkable happenings in this country in the last few months. Our Prime Minister, with perfect honesty of character, in a series of speeches had indicated what in his opinion were the only cures, either for the evils of the body politic or for those of the world at large. And they were to be found, he said, in the principles of love. It might be said that these were dreams. Yes, perhaps they were dreams; but it did not follow because they were dreams they would not in the long run be realised. Grotius was not a dreamer only. He was no pacifist. It did not occur to him that war as a last resort might not be necessary. But he was of the stuff of which dreams were made and that part of him had descended upon us as a priceless possession, guiding, moulding and inspiring the best among men of goodwill throughout the entire world. That was what we owed to Grotius and his work.

Reply to Toast.

The Minister for the Netherlands returned thanks, observing that in Holland they had been accustomed to regard Grotius as being second to none of those who had contributed to the glory of the country. There were at least three or four cities of Holland which claimed to possess the real book-box in which he escaped from prison. From boyhood, everybody was taught the invaluable merits of the standard work of Grotius, and to look upon it as a treasury of learning and wisdom.

The Minister for Sweden also responded.

Lord Phillimore submitted the toast of "The Permanent Court of International Justice." He observed that he did not think there was any indication in the work of Grotius that he had anticipated the formation of a great International Court. But the covenant of the League of Nations and the International Court of Justice were not merely a great idea; they were functioning and their members were working hard in the endeavour to carry out the principles which had been advocated by Grotius.

Dr. Loder (the President of the International Court) acknowledged the toast, and was followed by the Master of the Rolls, who also returned thanks. Sir Alfred Hopkinson, K.C., proposed the toast of "The Guests" to which the Minister for Austria replied.

The final toast was that of "The Treasurer and Masters of the Bench of the Honourable Society of Gray's Inn," which was given by the Minister for Switzerland.

To this Sir A. Wood-Renton, K.C.M.G., K.C., returned thanks.

Bar Examination.

Amongst the Bar students who passed in various subjects at the Trinity Examination conducted by the Council of Legal Education were nine women, viz., Katherine Mary Evelyn Fearnley Sander and Margaret MacLaren Weir (Roman Law), Betty Fox Slade (Constitutional Law and Legal History), Hilda Craig Harding, Jessie Elliot Alderson, Gladys Siddie Powell, Evelyn Acworth Acworth, and Catherine Allison Morrison (Criminal Law and Procedure), and Eileen Agnes Macdonald (Real Property and Conveyancing). There were no women in the final list. The studentship of 100 guineas, tenable for three years, was awarded to Paul Eyre Springman.

Law Students' Journal.

Bar Examination.

TRINITY RESULTS.

The following are the results of the Trinity examination of students of the Inns of Court, conducted by the Council of Legal Education, in Lincoln's Inn Hall, on 21st, 22nd, 23rd 25th and 26th May. The letters I.T., M.T., L.I., and G.I. indicate Inner Temple, Middle Temple, Lincoln's Inn, and Gray's Inn :—

FINAL EXAMINATION.

Class I.—Certificates of Honour (in order of merit).—Springman, Paul Eyre, I.T., Tribe, Albert Geoffrey, I.T., Wadsworth, Sidney, M.P.

Class II. (in order of merit).—Nettleton, Roderick Sydney, L.I., Baguley, John Minty, I.T., Davies, Joseph James, M.T., Nair, Chettur Karunakaran, I.T., Weston, William Jayne, G.I., Powell, John Francis, G.I., Rabi, Mom Chao Wimwathit, I.T., Stevenson, Aubrey Melford, I.T., Granville-Smith, Stuart Hayne, I.T., Evans, David Eifion Puleston, G.I., Robey, Edward George, I.T., Hamilton, Stuart Perry, L.I., and Henderson, John Scott, I.T., and Prenter, Neilson Hancock, I.T., equal, Chambers, John Colpoys, G.I., Taylor, Arthur Percy, G.I., Hollins, Percy Ryder, I.T., Ellis-Griffith, Elis Arundell, M.T., Clayton, Charles, M.T., Burford, Francis Rupert Roberts, I.T., Crawshaw, Frank Mackenzie, G.I., Griffiths, Arnold Wilmot, M.T., and Mootham, Orby Howell, I.T., equal, McGowan, James, M.T., Royds, Charles, M.T.

Class III. (in alphabetical order).—Alexander, John R. W., I.I., Alpe, Frank Theodore, M.T., Anderson, Richard Gordon Fabian, I.T., Atlee, Charles Nelson, G.I., Baholyodhin, Nab, G.I., Barratt, Thomas Franklin, I.T., Bartley, Thomas Douglas Murray, L.I., Basu, Bimalaksha, M.T., Bates, Lindell Theodore, M.T., Bodkin, Edmond Herbert, L.I., Cable, John Alexander, I.T., Coker, John Omoliyi, L.I., Coutts, Lionel Francis, I.T., Crichton, George Henderson, L.I., Davie, Paul Christopher, L.I., Davies, Henry Charles Abdy, M.T., Divine, Thomas, L.I., Doherty, Albert Horatius Akintunde, M.T., Dutt, Gopindra Krishna, G.I., Dutt, Sudhindra Krishna, G.I., Egerton-Shyngle, Charles, I.T., Ferreira, Boavintura Jorge, M.T., Fitzgerald, William Ernest, L.I., Fooshee, Malcolm, I,T,. Forde, Oliver Wendell, M.T., Gadgil, Keshav Kashinath, L.I., Goukassow, Joseph James, I.T., Guha, Bhupesh Chandra, L.I., Henty, Richard Iltid, I.T., Jayasuriya, Alexander Perera, L.I., Johnston, William Denis, I.T., Kaul, Maheshwar Nath, M.T., Latham, John Harold Stanley, I.T. Lee, William Alexander, I.T., Macdonald, Alan David, I.T., Malli, Chaudri Ghulam Mustafa, M.T., Matthews, John Matthews Berkley, G.I., Mitra, Jasha Prokash, G.I., Murly-Gotto, Godfrey, G.I., North, Roger, I.T., Parekh, Kantilal Gokaldas, L.I., Perkins, James Wickstead, I.T., Phillips, George Godfrey, G.I., Pickup, James Harvey, M.T., Pillai, Kandappar Sithamparap, M.T., Reece, Courtenay Walton, M.T., Reynolds, Albert Hugh, G.I., Scott, Alexander, M.T., Setalvad, Dhirajlal Chunilal, M.T., Singh, Balbir, M.T., Sweeny, Michael, G.I., Walford, Henry Gordon, M.T., Warwick, Pettit, I.T., Wilsden, Dennis, G.I., Winchester, Frederick James, G.I.

Examined, 130 ; passed, 83.

The Studentship of 100 guineas per annum, tenable for three years, was awarded to Springman, Paul Eyre, I.T.

By order of the Council,

Wills and Bequests.

[Information intended for insertion in the current issue should reach us not later than Thursday morning.]

Mr. James Frederick Morris, of Bryn Roma, The Esplanade, Carmarthen, solicitor, left estate of the gross value of £4,195.

Mr. Thomas Edmund Paget, solicitor, of Aigburth, Liverpool (Liverpool District Registrar of the High Court of Justice and District Probate Registrar), left estate of the gross value of £62,921.

The Rev. Charles John Buckmaster (seventy-five), of St. Andrew's Vicarage, Wigan, formerly a solicitor in London, left personal estate of the gross value of £2,782.

Mr. John Leask, of Sheriffbrae, solicitor and bank agent, well-known as an antiquary, left, in addition to real estate, personal property in Great Britain of £9,176.

Mr. Frederic Arthur Scott, solicitor, of Kingston-on-Hull and Sutton-in-Holderness, Yorks, who died on 6th March last, aged eighty-one, left property of the gross value of £34,064.

Mr. Fred. Vaughan, solicitor, of Rosetta, Stow Park, Newport (Mon.), left estate of the gross value of £15,852.

Obituary.

[Notices intended for insertion in the current issue should reach us on Thursday morning.]

Mr. RICHARD PRESTON.

Mr. Richard Preston, solicitor, who died on the 2nd inst. at Tonbridge, Kent, aged sixty-six, practised as a solicitor at Moorgate Station-chambers (and formerly at Union-court, Old Broad-street). A son of the late Mr. Arthur Preston, solicitor, Norwich, he was educated at Felstead and Shrewsbury and was admitted in 1882. He resided and practised at Tonbridge from 1884 to 1905, when he removed to London, but continued to keep on his Tonbridge office.

Mr. W. GOUGH ALLEN.

The death has occurred at Wolverhampton of Mr. William Gough Allen, solicitor (Coleburn & Gough Allen), who was formerly a member of the Wolverhampton Town Council. Mr. Allen was clerk to the Commissioners of Taxes for the Seisdon division of Staffordshire. He was a member of The Law Society.

Mr. S. R. ANDREWS.

The death has occurred at the age of sixty-seven of Mr. Stephen Robert Andrews, senior partner of the firm of Messrs. F. W. Andrews & Sons, solicitors, Bourne (Lincs.). He was admitted in 1881 and immediately joined his late father in partnership. He acted as clerk to the local justices for thirty-five years and had been clerk to the Bourne Urban District Council, Old Age Pensions Committee, the Bourne Charity Trustees and also to the Bourne, North Few, Morton Few, Hacconby Few and Dunsby Few Drainage Trustees. He took a prominent part in the development of the Charity Estate at Leytonstowe from which the greater part of the charity income is derived. He also held the positions of secretary to the Bourne Association for the Prosecution of Felons, clerk of the Bourne Secondary Schools Association and clerk and director of the Bourne Waterworks Company.

Mr. WILLIAM BANCROFT.

The death has occurred following an operation at Northwich Infirmary of Mr. William Bancroft, solicitor, at the age of sixty-five. He had been in practice at Northwich for nearly forty years, was admitted in 1886, and was incidentally a poet of considerable merit. Years ago he was a prominent homing pigeon fancier.

Mr. JOHN HIGGINS.

Death has removed a familiar figure from legal circles in Cheshire in the person of Mr. John Higgins, of Crane-street, Chester, at the ripe age of seventy-one. Mr. Higgins held a responsible position in the offices of Messrs. Birch, Cullimore and Co., solicitors, of that town, and was Shrievalty Clerk for Cheshire. He attended his first Quarter Sessions at Chester Castle in January, 1874, and with two exceptions had attended each sessions at Chester and Knutsford up to the end of April, 1912, when he retired with the distinction of being the oldest assize court official.

MR. J. A. BADDILEY.

The death took place at Doncaster of Mr. James Alexander Baddiley, solicitor, of that town, at the comparatively early age of forty. He was the eldest son of the late Mr. James Baddiley, of Doncaster, was admitted in 1906, and was a member of the firm of Messrs. Baddiley & Co. Mr. Baddiley acted for some time as deputy clerk to the justices, and was a member of The Law Society.

Property Mart.

FORTHCOMING AUCTION SALES.

June 24th.—Messrs. Humbert & Flint, at the London Auction Mart, at 2.30, Freehold Ground Rent, amounting to £2,650 per annum ; also comfortable Country Residence (see back page, 6th June issue).

June 25th.—Messrs. Hillier, Parker, May & Rowden, at the London Auction Mart, Freehold Island Block, Hart-street, Bloomsbury, with possession next year (see advertisement, p. xv, this week's issue).

July 7th.—Messrs. Blake, Son & Williams, in conjunction with S. Walker & Son, at the London Auction Mart, at 2.30, Freehold Ground Rents, amounting to £986 per annum (see p. ii, this week's issue).

Legal News.

Appointments.

Mr. Justice JOHN GUY RUTLEDGE, K.C., has been appointed Chief Justice of the High Court of Judicature at Rangoon, to succeed Sir Sydney Robinson, who will shortly retire. Mr. Rutledge was called by the Inner Temple in 1897, and took silk in 1921.

Mr. ROBERT MITCHELHILL MIDDLETON, solicitor, Town Clerk of Aylesbury, has been appointed Town Clerk of Lancaster as from the 1st July, 1925. Mr. Middleton was admitted in 1921, and was formerly assistant solicitor to the Carlisle Corporation.

Mr. FREDERICK HENRY EGGAR, solicitor, of Messrs. Sanderson, Lee & Co., 7, Moorgate, E.C.2, has been appointed a Commissioner of the High Court of Judicature at Fort William, in Bengal, to take affidavits or solemn affirmations or declarations in all suits, matters and proceedings in the said courts, and also to take the acknowledgments under Act XXXI of 1854 of the Governor-General of India in Council of married women in respect of property in India.

Mr. GEORGE CARTER, solicitor, has been appointed to succeed the late Mr. J. W. Greene as Borough Coroner of Bury St. Edmunds. Mr. Carter was admitted in 1907, and has held the appointment of Deputy Coroner for some time. He also holds the appointment of Apparitor-General of the Diocese of St. Edmondsbury and Ipswich.

Deaths.

[Notices intended for insertion in the current issue should reach us on Thursday morning.]

COTTAM.—On the 23rd May, at a Nursing Home, T. Frederick Cottam, solicitor, late of Cheltenham, aged sixty-nine years.

Court Papers.

TRINITY SITTINGS, 1925.

COURT OF APPEAL.

IN APPEAL COURT NO. I.

Tuesday, 9th June.—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Appeals, re The Workmen's Compensation Acts.

Wednesday, 10th June.—Appeals, re The Workmen's Compensation Acts will be taken and continued until further notice.

IN APPEAL COURT NO. II.

Tuesday, 9th June.—Exparte Applications, Original Motions, Interlocutory Appeals and, if necessary, Final Appeals from the King's Bench Division.

Wednesday, 10th June.—Final Appeals from the King's Bench Division will be taken and continued until further notice.

HIGH COURT OF JUSTICE

CHANCERY DIVISION.

CHANCERY COURT I.

Mr. JUSTICE EVE.

Mondays....Chamber Summonses.
Tuesdays ...Companies (Winding up) Business and non-wit list.
Wednesdays..Sht caus, pets, fur cons and non-wit list.
Thursdays..Non-wit list.
Lancashire Business will be taken on Thursdays, 11th and 25th June, and 9th and 23rd July.
Fridays ...Mots and Non-wit list.

N.B.—Motions will be taken on Thursday, 30th July, and not on Friday, 31st July.

CHANCERY COURT IV.

Mr. JUSTICE ROMER.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

CHANCERY COURT II.

Mr. JUSTICE ASTBURY.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.
Judgment Summonses in Bankruptcy will be taken on Mondays, the 15th June and 13th July.
Motions in Bankruptcy will be taken on Mondays announced in the Daily Cause List.

CHANCERY COURT III.

Mr. JUSTICE LAWRENCE.

Mondays ..Sitting in Chambers.
Tuesdays..Mots and non-wit list.
Wednesdays Fur con and non-wit list.
Thursdays ..Non-wit list.
Fridays ...Mots, sht caus, pet and non wit list.

LORD CHANCELLOR'S COURT.

Mr. JUSTICE RUSSELL.

Mondays ..Chamber summonses.
Tuesdays ..Mots, sht caus, pet, fur cons and non-wit list.
Wednesdays.. } Non-wit list.
Thursdays ... }
Fridays .....Mots and non-wit list.

CHANCERY COURT V.

Mr. JUSTICE TOMLIN.

Except when other business is advertised in the Daily Cause List Mr. Justice Tomlin will take Actions with Witnesses on all days, other than Mondays, throughout the Sittings.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1	Mr. Justice Eve.	Mr. Justice Romer.
M'nd'y June 22	Mr. Hicks Beach	Mr. Ritchie	Mr. Bloxam	Mr. Hicks Beach
Tuesday .. 23	Bloxam	Synge	Hicks Beach	Bloxam
Wednesday 24	More	Hicks Beach	Bloxam	Hicks Beach
Thursday . 25	Jolly	Bloxam	Hicks Beach	Bloxam
Friday 26	Ritchie	More	Bloxam	Hicks Beach
Saturday .. 27	Synge	Jolly	Hicks Beach	Bloxam
	Mr. Justice Astbury.	Mr. Justice Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
M'nd'y June 22	Mr. Ritchie	Mr. Synge	Mr. Jolly	Mr. More
Tuesday .. 23	Synge	Ritchie	More	Jolly
Wednesday 24	Ritchie	Synge	Jolly	More
Thursday 25	Synge	Ritchie	More	Jolly
Friday 26	Ritchie	Synge	Jolly	More
Saturday .. 27	Synge	Ritchie	More	Jolly

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5%. Next London Stock Exchange Settlement. Thursday, 25th June, 1925.

	Middle Price. 17th June	Interest Yield. £ s. d.	Yield with Redemption. £ s. d.
English Government Securities.			
Consols 2½%	55⅞	4 9 0	—
War Loan 5% 1929-47	99¾	5 0 0	5 0 0
War Loan 4½% 1925-45	94½	4 15 0	4 18 0
War Loan 4% (Tax free) 1929-42	99⅞	4 0 0	4 0 0
War Loan 3½% 1st March 1928	96½	3 13 0	5 1 0
Funding 4% Loan 1960-90	86¼	4 12 0	4 12 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	91	4 8 0	4 10 0
Conversion 4½% Loan 1940-44	94½	4 15 0	4 17 6
Conversion 3½% Loan 1961	75 7/16	4 13 0	—
Local Loan 3% Stock 1921 or after	64½	4 13 6	—
Bank Stock	250	4 16 0	—
India 4½% 1950-55	87½	5 3 0	5 6 0
India 3½%	65½	5 7 0	—
India 3%	56¼	5 7 0	—
Sudan 4½% 1939-73	93½	4 16 6	4 17 6
Sudan 4% 1974	84¾	4 14 6	4 16 0
Transvaal Government 3% Guaranteed 1923-53 (Estimated life 19 years)	79¾	3 15 0	4 10 6
Colonial Securities.			
Canada 3% 1938	80	3 15 6	5 0 0
Cape of Good Hope 4% 1916-36	90½	4 8 6	5 1 0
Cape of Good Hope 3½% 1929-49	77½	4 10 6	5 1 0
Commonwealth of Australia 4½% 1940-60	96½	4 18 0	4 18 6
Jamaica 4½% 1941-71	93½	4 16 0	4 17 0
Natal 4% 1937	90⅞	4 8 0	4 18 6
New South Wales 4½% 1935-45	90⅝	4 19 0	5 2 6
New South Wales 4% 1942-62	82	4 17 6	5 0 0
New Zealand 4½% 1944	95	4 15 0	4 17 6
New Zealand 4% 1929	94⅛	4 4 6	5 2 6
Queensland 3½% 1945	75	4 13 6	5 9 6
South Africa 4% 1943-63	86½	4 12 6	4 15 6
S. Australia 3½% 1926-36	83⅞	4 3 6	5 6 6
Tasmania 3½% 1920-40	81½xd	4 5 6	5 5 0
Victoria 4% 1940-60	86½	4 12 6	4 15 6
W. Australia 4½% 1935-65	90⅝	4 19 0	5 0 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corpn.	63	4 15 0	—
Bristol 3½% 1925-65	76	4 12 0	4 18 0
Cardiff 3½% 1935	87¼xd	4 0 0	5 1 6
Croydon 3% 1940-60	68	4 8 0	4 18 0
Glasgow 2½% 1925-40	76½	3 5 6	4 12 0
Hull 3½% 1925-55	78½	4 9 0	4 17 0
Liverpool 3% on or after 1942 at option of Corpn.	74½	4 14 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54¼	4 12 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62½	4 15 6	—
Manchester 3% on or after 1941	65	4 12 0	—
Metropolitan Water Board 3% 'A' 1963-2003	62¼	4 16 0	4 18 0
Metropolitan Water Board 3% 'B' 1934-2003	64	4 13 6	4 15 0
Middlesex C.C. 3½% 1927-47	81½	4 6 0	4 19 0
Newcastle 3½% irredeemable	75	4 13 6	—
Nottingham 3% irredeemable	63½	4 14 6	—
Plymouth 3% 1920-60	68	4 8 0	4 18 6
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81½	4 18 0	—
Gt. Western Rly. 5% Rent Charge	100	5 0 0	—
Gt. Western Rly. 5% Preference	95½	5 4 6	—
L. North Eastern Rly. 4% Debenture	78½	5 2 0	—
L North Eastern Rly. 4% Guaranteed	76½	5 4 0	—
L. North Eastern Rly. 4% 1st Preference	70	5 14 0	—
L. Mid. & Scot. Rly. 4% Debenture	78½xd	5 2 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	78½	5 2 0	—
L. Mid. & Scot. Rly. 4% Preference	73½	5 9 0	—
Southern Railway 4% Debenture	78½xd	5 2 0	—
Southern Railway 5% Guaranteed	98½	5 1 6	—
Southern Railway 5% Preference	92½	5 8 0	—